



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

अं० 3]
No. 3]

नई दिल्ली, शनिवार, जनवरी 15, 1983/पौष 25, 1904
NEW DELHI, SATURDAY, JANUARY 15, 1983/PAUSA 15, 1904

इस भाग में विभिन्न पृष्ठ संख्या दी जाती है जिससे कि यह जलन संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

विधि, न्याय और कम्पनी कार्य मंत्रालय
(कम्पनी कार्य विभाग)

नई दिल्ली, 24 दिसम्बर, 1982

का० आ० 339.—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54)) की धारा 26 की उप-धारा (3) के अनुसरण में केन्द्रीय सरकार एनडूद्वारा मैसर्स दि ब्रिटिश इण्डिया कारपोरेशन लिमिटेड के कथित अधिनियम के अन्तर्गत पंजीकरण (पंजीकरण प्रमाण-पत्र संख्या 204/70) के निरसती करण को अधिसूचित करती है।

[संख्या 16/26/82-एम०-3]

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS
(Department of Company Affairs)

New Delhi, the 24th December, 1982

S.O. 339.—In pursuance of sub-section (3) of Section 26 of the Monopolies & Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. The British India Corporation Ltd. under the said Act (Certificate of Registration No. 204/70).

[No. 16/26/82-M-III]

का० आ० 340.—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उप-धारा (3) के अनुसरण में केन्द्रीय सरकार एनडूद्वारा मैसर्स माडर्न इण्डिया कन्स्ट्रक्शन कम्पनी लिमिटेड के कथित अधिनियम के अन्तर्गत पंजीकरण (पंजीकरण प्रमाण-पत्र संख्या-1453/79) के निरसती करण को अधिसूचित करती है।

[संख्या 16/12/80 एम०-3]

चन्द्रकांत खुशालदास, निदेशक

S.O. 340.—In pursuance of sub-section (3) of Section 26 of the Monopolies & Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Modern India Construction Company Ltd. under the said Act, (Certificate of Registration No. 1453/79).

[No. 16/42/80-M-III]

C. KHUSHALDAS, Director

वित्त मंत्रालय
(राजस्व विभाग)

नई दिल्ली, 27 नवम्बर 1982

(आय-कर)

का० आ० 341 :—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा

(23-ग) के खण्ड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "वी जुमा मस्जिद ऑफ बॉम्बे ट्रस्ट" को निर्धारण वर्ष 1982-83 से 1984-85 तक के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 4992/फा० सं० 197/118/82-आ० क० (ए०-1)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 27th November, 1982

(INCOME-TAX)

S.O. 341.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Juma Masjid of Bombay Trust" for the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85

[No. 4992/F. No. 197/118/82-IT(AI)]

(आय-कर)

का० आ० 342:—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए "मुवता एलायंस मिनिस्ट्रीज ट्रस्ट" को निर्धारण वर्ष 1980-81 से 1982-83 तक के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 4997/फा० सं० 197/172/78-आ० क० (ए०-1)]

(INCOME-TAX)

S.O. 342.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Suvaria Alliance Ministries Trust" for the purpose of the said section for the period covered by the assessment year 1980-81 to 1982-83.

[No. 4997/F. No. 197/172/78-IT(AI)]

(आय-कर)

का० आ० 343:—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "आंध्र कपुचिन सोसाइटी" को निर्धारण वर्ष 1979-80 से 1982-83 तक के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 4991/फा० सं० 197/209/80-आ० क० (ए०-1)]

(INCOME-TAX)

S.O. 343.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Andhra Capuchin Society" for the purpose of the said section for the period covered by the assessment years 1979-80 to 1982-83.

[No. 4991/F. No. 197/209/80-IT(AI)]

(आय-कर)

का० आ० 344:—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "हिन्दुस्तान चैरिटी ट्रस्ट" को निर्धारण वर्ष 1982-83 तक के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 4994/फा० सं० 197/178/80 आ० क० (ए०-1)]

(INCOME-TAX)

S.O. 344.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Hindustan Charity Trust" for the purpose of the said section for the period covered by the assessment year 1982-83.

[No. 4994/F. No. 197/178/80-IT(AI)]

(आय-कर)

का० आ० 345:—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "श्री काशी नटूक्योटे नगरथार छत्रम मैनेजिंग सोसाइटी" को निर्धारण वर्ष 1980-81 से 1982-83 तक के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 5001/फा० सं० 197/16/82-आ० क० (ए०-1)]

(INCOME-TAX)

S.O. 345.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Kavi Nattukkottai Naganathar Chatram Managing Society" for the purpose of the said section for the period covered by the assessment years 1980-81 to 1982-83.

[No. 5001/F. No. 197/16/82-IT(AI)]

(आय-कर)

का० आ० 346:—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "दि अस्थिका समाज (कोचु गुरुवयूर), मुम्बई" को निर्धारण वर्ष 1982-83 से 1984-85 तक के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 5003/फा० सं० 197/221/81 आ० क० (ए०-1)]

मिलाप जैन, अवसर सचिव

(INCOME-TAX)

S.O. 346.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Asthika Samaj (Kochu Guruvayoor), Bombay" for the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 5003/F. No. 197/221/81-IT(AI)]

MILAP JAIN, Under Secy.

(केन्द्रीय उत्पादन-शुल्क और सीमा-शुल्क बोर्ड)

नई दिल्ली, 23 दिसम्बर, 1982

नई दिल्ली, 15 जनवरी, 1983

सं. 7/83-सीमा-शुल्क

का०आ० 347 :—केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड, सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, गुजरात राज्य में कैरा जिले के वल्लभ विद्यानगर को भाण्डागारण केन्द्र के रूप में घोषित करता है।

[फा. सं. 473/1/83-सी. शु.-7]

एन. के. कपूर, अवर सचिव

(Central Board of Excise and Customs)

New Delhi, the 15th January, 1983

No. 7/83-CUSTOMS

S.O. 347.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares Vallabh Vidyannagar of Kaira District in the state of Gujarat, to be a warehousing station.

[F.No. 473/1/83-Cus-VII]

N. K. KAPUR, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 21 दिसम्बर, 1982

का० आ० 348. भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 की उपधारा (1) के खण्ड (क) और धारा 20 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार एतद्वारा श्री बी० एस० नटराजन, प्रबंध निदेशक, भारतीय स्टेट बैंक को 20 दिसम्बर 1982 से प्रारम्भ होकर और 30 जनवरी, 1983 तक को समाप्त होने वाली अवधि के लिए भारतीय स्टेट बैंक के अध्यक्ष के रूप में नियुक्त करती है।

[सं. एफ० 8/6/82-बी० ओ०-1]

च० वा० मीरचन्दानी, उप सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 21st December, 1982

S.O. 348.—In pursuance of clause (a) of sub-section (1) of section 19 and sub-section (1) of section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government hereby appoints Shri V. S. Natarajan, Managing Director of the State Bank of India as the Chairman of the State Bank of India for the period commencing on 20th December, 1982 and ending with 30th January 1983.

[No. F. 8/6/82-BO. I]

C. W. MIRCHANDANI, Dy. Secy.

का० आ० 349. प्रादेशिक ग्रामीण बैंक अधिनियम 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री बी० एस० एच० रामकृष्ण राव को नागार्जुन ग्रामीण बैंक, खम्माम का अध्यक्ष नियुक्त करती है तथा 10-1-1983 से प्रारम्भ होकर 31-12-1985 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री बी० एस० एच० रामकृष्ण राव अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एफ० 8-19/79-आर०आर०बी०]

New Delhi, the 23rd December, 1982

S.O. 349.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri B. S. H. Ramakrishna Rao as the Chairman of the Nagarjuna Gramseena Bank, Khammam and specifies the period commencing on the 10-1-1983 and ending with the 31-12-1985 as the period for which the said Shri B. S. H. Ramakrishna Rao shall hold office as such Chairman.

[No. F. 8-19/79-RRB]

का० आ० 350.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री एन० पी० दुबे को सूरगुजा क्षेत्रीय ग्रामीण बैंक, अम्बिकापुर का अध्यक्ष नियुक्त करती है तथा 24-10-1982 से प्रारम्भ होकर 31-10-1985 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री एन० पी० दुबे अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एफ० 2-58/82-आर० आर० बी०]

राम बेहरा, अवर सचिव

S.O. 350.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri N. P. Dubey as the Chairman of the Surguja Kshetriya Gramin Bank, Ambikapur and specifies the period commencing on the 24-10-1982 and ending with the 31-10-1985 as the period for which the said Shri N. P. Dubey shall hold office as such Chairman.

[No. F. 2-58/82-RRB]

RAAM BEHRA, Under Secy.

नई दिल्ली, 27 दिसम्बर, 1982

(Office of the Collector of Central Excise: Central Revenue)

(Customs)

AMENDMENT

Bangalore, the 25th November, 1982

का० आ० 351. बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबंध इस अधिसूचना की तारीख से दो वर्ष की अवधि के लिए बैंक मादुरा लिमिटेड पर तब तक लागू नहीं होंगे जहां तक इनका संबंध, केरल राज्य के अल्लेप्पी जिले, अम्बलपूजा तालुका के वन्दनामोड़ी गांव में अवस्थित 4.51 एकड़ की जमीन सम्पत्ति से है।

[संख्या 15/35/82-बी० आ०-III]

एन० डी० बत्रा, अवर सचिव

New Delhi, the 27th December, 1982

S.O. 351.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to Bank of Madura Ltd., for a period of two years from the Date of the notification in respect of the immovable property of 4.51 acres located at Vandanaumuri Village, Ambalapuzha taluk, Alleppey District, Kerala State.

[No. 15/35/82-B.O. III]

N. D. BATRA, Under Secy.

केन्द्रीय उत्पाद एवं सीमाशुल्क समाहर्ता का कार्यालय : बंगलोर

शुद्धी पत्र

बंगलोर, 25 नवम्बर, 1982

(सीमाशुल्क)

का० आ० 352 सीमाशुल्क अधिनियम, 1962 की धारा 8 में प्रदत्त शक्तियों का प्रयोग करते हुए और दिनांक 22-2-80 की अधिसूचना संख्या 1/80 सीमाशुल्क अधिनियम को अधिक्रमण करते हुए मैं सी० के० गोपालकृष्णन, समाहर्ता केन्द्रीय उत्पाद एवं सीमाशुल्क, कर्नाटक समाहर्तालय एतद्द्वारा दिनांक 23 सितम्बर, 1968 की अधिसूचना की संलग्न सारिणी में विनिर्दिष्ट पुराना बंगलोर बंदरगाह (पुराना-33) घाट संख्या 31 पर जो इस समाहर्तालय द्वारा शुल्क देय वस्तुओं को लादने एवं उतारने के लिए और मुक्त वस्तुओं आहार घान्यों को एवं अन्य सरकारी कार्यों एवं नमक को उतारने के लिए अनुमोदन करता हूँ।

[अधिसूचना नं० 3/82 सीमाशुल्क/सी० सं०-VIII/48/40/80 -पी-2 सीमा शुल्क]

S.O. 352.—In exercise of the powers conferred by section 8 of the Customs Act, 1962 and supersession of notification No. 1/80-Cus. dated 22-2-80, I, C. K. Gopalakrishnan, Collector of Central Excise and Customs, Karnataka Collectorate hereby approve wharf No. 31 (old 33) of the Old Mangalore Port specified in the Table appended to the Notification dated 23rd September, 1968, issued by this Collectorate for loading and unloading of dutiable goods and free goods and unloading of food grains, other Government cargo and Salt.

[No. 3/82 Cus./C. No. VIII/48-40-80-C-2-Cus.]

का० आ० 353. —सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 34 की उप धारा 2 में प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय उत्पाद शुल्क के समाहर्ता की नियुक्ति कर्नाटक केन्द्रीय उत्पाद शुल्क समाहर्ता के क्षेत्राधिकार में सीमाशुल्क के समाहर्ता के रूप में होने के फलस्वरूप देखिए : भारत सरकार विन मंत्रालय (राजस्व एवं सीमा विभाग) अधिसूचना संख्या 27/63 सीमाशुल्क, संख्या 1/72, 6/69 दिनांक 1-2-63 समाहर्ता एतद्द्वारा इन अधिसूचनाओं नं० 1/72, 6/29 दिनांक 27-9-79 और नं० 7/79 दिनांक 28-11-79 को अधिक्रमण करते हुए निम्नलिखित मारणी के काममें एक में उल्लिखित अधिकारियों को सीमाशुल्क अधिनियम, 1962 की विभिन्न धाराओं में उल्लेख के एवं सारणी के काममें 2 में को गयी पत्राचार प्रविष्टि के अनुसार "उचित अधिकारी" के रूप में प्राधिकृत करते हैं।

सारणी

| | (1) | (2) |
|--|--|-----|
| 1. सहायक समाहर्ता केन्द्रीय उत्पाद एवं सीमाशुल्क | 18, 21, 22(3) (ए) (बी), 27(3) 30(3), 32, 46(1) प्रावधान (बी) 46(2), (5), 48, 54(3), (बी) 59 (3), 61, 73, 80, 85, 129 (2) | |
| 2. अधीक्षक मूल्य निर्धारक केन्द्रीय उत्पाद एवं सीमाशुल्क | 11 सी, जे, 17(3), (4), 19 प्रावधान (बी), 28 (1), 46 (1) प्रावधान (ए), 46 (4), 60, 63, 64, 67, 68 (सी) 69, 72, 83 (1), 89, 129 (1), 142 (1) (ए) | |

| 1 | 2 |
|--|--|
| 3. केन्द्रीय उत्पाद एवं सीमाशुल्क के निरीक्षक | 11 एम, 30 (बी), 31 (1) 33, 34 (प्रावधान के बिना), 37, 38, 39, 40, 41, 42 बिना (एफ), 45 (2), 46(1), 47, 50 (1), 51, 54 (1), 62, 77, 79(1), 86 (2), 92 (1), 93, 94, 95, 97, 101, 103, 104, 106, ए, 107, 110, 144 (1), 145, 149 |
| 4. सीमाशुल्क तथा केन्द्रीय उत्पाद शुल्क के सभी अधिकारी | 100, 106 |

[अधिसूचना नं० 2/82 सीमा शुल्क]
सी० के० गोपालकृष्णन, ममाहर्ता

S.O. 353.—In exercise of the powers conferred by sub-section 34 of section 2 of the Customs Act, 1962 (52 of 1962) the Collector of Central Excise, Bangalore, having been appointed as Collector of Customs, within the jurisdiction of the Karnataka Central Excise Collectorate, vide Government of India, Ministry of Finance (Department of Revenue and Insurance), Notification No. 27/63 Cus. dated 1-2-63, hereby, in supersession of this notifications No. 1/72, 6/79 dated 27-9-79, and No. 7/79 dated 28-11-79, assigns to the officers mentioned in column 1 of the table below, the functions of the "Proper Officer" referred to in the various sections of the Customs Act, 1962, given in the corresponding entry in column 2 of the table.

TABLE

| (1) | (2) |
|--|---|
| 1. Assistant Collector of Central Excise and Customs. | 18, 21, 22(3) (a) (b), 27(3), 30(3), 32, 46(1) proviso (b), 46(2), (5), 48, 54(3) (b), 59(3), 61, 73, 80, 85, 129(2). |
| 2. Superintendent Appraiser of Central Excise and Customs. | 11 C, J, 17(3), (4), 19 proviso (b), 28(1), 46(1) proviso (a), 46(4), 60, 63, 64, 67, 68(c), 69, 72, 83(1), 89, 129(1), 142(1) (a) |
| 3. Inspectors of Central Excise and Customs. | 11M, 30(b), 31(1), 33, 34 (except proviso), 37, 38, 39, 40, 41, 42 except (f), 45(2), 46(1), 47, 50(1), 51, 54(1), 62, 77, 79(1), 86(2), 92(1), 93, 94, 95, 97, 101, 103, 104, 106-A, 107, 110, 144(1), 145, 149. |
| 4. All Officers of Customs and Central Excise. | 100, 106. |

[Notification No. 2/82-Cus.]

C K. GOPALAKRISHNAN Collector

(समाहर्तालय केन्द्रीय उत्पादन शुल्क : मध्यप्रदेश)

अधिसूचना सं० 14/82

इंदौर, 27 दिसम्बर, 1982

का० आ० 354.—मध्यप्रदेश समाहर्तालय, इंदौर के सर्वोच्च पी० आर० नायडू अधीक्षक, केन्द्रीय उत्पाद शुल्क समूह 'ख' निवर्तन की आयु प्राप्त करने पर 31-10-82 के अपराह्न में शासकीय सेवा में निवृत्त हुए।

[प० सं० II (3) 9-गोप/82/6692]

Central Excise Collector : M. P.

NOTIFICATION NO. 14/82

Indore, the 27th December, 1982

S.O. 354.—Shri P. R. Naidu, Superintendent, Central Excise, Group 'B' of M. P. Collectorate, Indore, having attained the age of superannuation has retired from Government service in the afternoon of 31st October, 1982.

[C No. II(3)9-Con/82, 6692]

अधिसूचना सं० 15/82

का० आ० 355.—मध्य प्रदेश समाहर्तालय इंदौर के सर्वोच्च उच्च्यु० एम० पाटील, प्रशासनिक अधिकारी, केन्द्रीय उत्पाद शुल्क समूह 'ख' निवर्तन की आयु प्राप्त करने पर 30-11-82 के अपराह्न में शासकीय सेवा में निवृत्त हुए।

[सं० II (3) 10-गोप/82/6719]

एम० के० धर, समाहर्ता

NOTIFICATION NO. 15/82

S.O. 355.—Shri W. S. Patil, Administrative Officer, Central Excise, Group 'B' of Madhya Pradesh Collectorate, Indore, having attained the age of superannuation has retired from Government service in the afternoon of 30th November, 1982.

[C. No. II(3)10-Con/82/6719]

S. K. DHAR, Collector

वाणिज्य मंत्रालय

आदेश

नई दिल्ली, 15 जनवरी 1983

का०आ० 356.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार की यह राय है कि भारत के निर्यात व्यापार के विकास के लिए ऐसा करना आवश्यक तथा समीचीन है कि विरचित अघटक का निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण किया जाए।

और केन्द्रीय सरकार ने उक्त प्रयोजन के लिए नीचे विनिर्दिष्ट प्रस्ताव बनाए हैं और उन्हें निर्यात (क्वालिटी

नियंत्रण और निरीक्षण) नियम, 1964 के नियम, 11 के उप-नियम (2) की अपेक्षानुसार निर्यात निरीक्षण परिपद को भेज दिया है :

अतः अब, केन्द्रीय सरकार उक्त उप-नियम के अनुसरण में और अधिसूचना स० काआ० 2660 तारीख 30 जुलाई, 1964 में, विरचित अभ्रक भाग शब्दों का लोप करते हुए पैरा (i) के आंशिक संशोधन में उक्त प्रस्तावों को उन व्यक्तियों की जानकारी के लिए प्रकाशित करती है जिनके उनसे प्रभावित होने की संभावना है।

2. सूचना दी जाती है कि उक्त प्रस्तावों के बारे में कोई आक्षेप या मुद्दा देने का इच्छुक व्यक्ति उन्हें इस आदेश के राजपत्र में प्रकाशित होने की तारीख से पैंतालीस दिन के भीतर निर्यात निरीक्षण परिपद, 'प्रगति टावर', 12 वीं मंजिल, 26, राजेन्द्र प्लेस, नई दिल्ली-110008 को भेज सकता है।

प्रस्ताव

(1) अधिसूचित करना कि विरचित अभ्रक का निर्यात में पूर्व निरीक्षण किया जाएगा,

(2) मान्यता देना कि निर्यातकर्ता द्वारा घोषित विनिर्देश निर्यातकर्ता एवं विदेशी श्रेता के बीच निर्यात संधिदा के लिए करार पाए गए विनिर्देश होंगे :

परन्तु यह तब जब कि वे इस आदेश के उपाबंध-I में यथा अधिकथित विरचित अभ्रक के लिए न्यूनतम निष्पादन लक्षणों और पैकिंग अपेक्षाओं से कम हों।

टिप्पणी: (क) जब निर्यात संधिदा, ब्यौरवार तकनीकी आवश्यकताओं को उपदर्शित नहीं करती या वह केवल नमूनों पर आधारित होती है तो निर्यातकर्ता को लिखित विनिर्देश देने चाहिए।

(ख) परीक्षाओं की पद्धति राष्ट्रीय मानक के अनुसार होगी।

(3) इसमें संलग्न उपाबंध-II में यथा उपवर्णित विरचित अभ्रक, निर्यात (क्वालिटी नियंत्रण और निरीक्षण), नियम, 1983 के प्रारूप के अनुसार क्वालिटी नियंत्रण और निरीक्षण के प्रकार को क्वालिटी नियंत्रण और निरीक्षण के ऐसे प्रकार के रूप में विनिर्दिष्ट करना जो निर्यात में पूर्व ऐसे विरचित अभ्रक को लागू होगा।

(4) अन्तर्राष्ट्रीय व्यापार के दौरान ऐसे विरचित अभ्रक के निर्यात का तब तक प्रतिषिद्ध करना जब तक कि उसके साथ निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 के अधीन स्थापित अभिकरणों में से किसी एक द्वारा जारी किया गया इस आण्य

का प्रमाण-पत्र न हो कि विरचित अभ्रक का परेक्षण क्वालिटी नियंत्रण और निरीक्षण से संबंधित शर्तों को पूरा करता है और निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1983 के अनुसार निर्यात योग्य है।

3. इस आदेश की कोई भी वान भाषा श्रेताओं को भूमि, समुद्री या वायु मार्ग द्वारा विरचित अभ्रक के ऐसे नमूनों के निर्यात को लागू नहीं होंगे जिनका पोत पर्यन्त निःशुल्क मूल्य 125 रूपए तक हो।

उपाबंध-I

विरचित अभ्रक का न्यूनतम निष्पादन लक्षण और पैकिंग अपेक्षाएँ

1. साधारण विरचित अभ्रक से बने वस्तुओं की आकृति और आकार, निर्यातकर्ता द्वारा तय पाए गए श्रेता के रेखा-चित्रों/पैटर्नों/नमूनों के अनुसार होंगे। माप में ग्राह्य सहायता, श्रेता की अपेक्षाओं के अनुसार होगी।

2. मोटाई की एक रूपता और शुद्धता विरचित अभ्रक के भागों के 5 प्रतिशत से अधिक भिन्न नहीं होगी।

3. विदेशी सामग्री—विदेशी खनिजों (जैसे फेल्डस्वार, क्वार्ट्ज तथा पैगमेटाइट के अन्य खनिज) के समावेश तथा अशुद्धता जैसे तेल के धब्बों की अनुज्ञा नहीं होगी।

4. विरचित अभ्रक अपशालकन, दरारों तथा पिन छिद्रों से मुक्त होगा।

5. अभ्रक के किसी भी आर अधिकतम पांच प्रतिशत की सहायता के अधीन रहते हुए, निर्यातकर्ता द्वारा घोषित विरचित अभ्रक के आक्षेप क्वालिटी लक्षण भारतीय मानक संख्या 1175-1981 "श्वेत अभ्रक ब्लाक, पतली परतें" के श्रेणियों-करण तथा वर्गीकरण में अधिकथित ब्लाक अभ्रक पतली परतों की सुसंगत क्वालिटी के अनुसार होंगे।

टिप्पण :— उपर विनिर्दिष्ट भारतीय मानक के अंतर्गत लाए गए से भिन्न क्वालिटी के अभ्रक के लिए, विदेशी श्रेता द्वारा अनुमोदित नमूने को निरीक्षण का आधार बनाया जाएगा।

6. पैकिंग—जब तक श्रेता द्वारा अन्यथा विनिर्दिष्ट न किया जाए, विरचित अभ्रक कागज के पैकेटों/प्लास्टिक चद्दरों में पैक किया जाएगा। पैकेट, आन्तरिक कागज के अस्तरण के साथ मजबूत डिब्बों में दृढ़तापूर्वक पैक किया जाएगा। प्रत्येक पैकेज में निम्नलिखित सूचना के लिए लेबल लगे होंगे :—

- (1) विनिर्माता का नाम :
- (2) मद का नाम :
- (3) मात्रा या शुद्ध राशि, और
- (4) पैकिंग की तारीख।

उपाबंध-II

(निर्यात क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 के अधीन बनाए जाने वाले प्रस्तावित नियमों का प्रारूप, --

1. संक्षिप्त नाम:—इन नियमों का संक्षिप्त नाम विरचित अध्रक का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम 1983 है।

2. परिभाषाएं—इन नियमों में जब तक कि संदर्भ से अन्यथा प्रपेक्षित न हो,—

- (क) "अधिनियम" से निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) अभिप्रेत है ;
- (ख) "अभिकरण" से अधिनियम की धारा 7 के अधीन स्थापित निर्यात निरीक्षण अभिकरणों में से कोई एक अभिकरण अभिप्रेत है ;
- (ग) "विरचित अध्रक" से विनिर्दिष्ट आकृतियों या आकारों में संघारित फिल्में, कट प्लेटें, छिप्रित प्लेटें या बेकर, छिप्रित-बिज, अंतरक, ट्रिकर, ट्रांजिस्टर प्लेटें या ट्रांजिस्टर पैड, वाशर और डिस्क तथा सभी किस्मों का कटा हुआ या छिद्र किया हुआ अध्रक अभिप्रेत है। तथापि, इसमें माइक्रोनाइट बिल्ट, अप अध्रक अध्रक टेप, अध्रक क्लॉथ अध्रक सिल्क अध्रक पेपर, अध्रक फोलियन तथा अध्रक चूर्ण पत्र और तार या किसी अन्य बाहरी तत्व में लिपटे हुए अध्रक तत्व सम्मिलित नहीं है।

3. निरीक्षण का आधार:—विरचित अध्रक का निरीक्षण यह सुनिश्चित करने की दृष्टि से किया जाएगा कि उसकी क्वालिटी अधिनियम की धारा 6 के अधीन केन्द्रीय सरकार द्वारा मान्यता प्राप्त विनिर्देशों के अर्थात् उन विनिर्देशों के अनुरूप है, जो निर्यातकर्ता द्वारा विदेशी केना और निर्यातकर्ता के बीच निर्यात संधिदा के करार पाए गए विनिर्देश हैं ;

परन्तु यह तब जब कि वे अधिनियम की धारा 6 के अधीन इस आदेश के उपाबंध-1 में यथा उपबर्णित न्यूनतम निष्पादन लक्षणों से कम न हों।

4. विरचित अध्रक के परेषण का निर्यात करने का आशय रखने वाला निर्यातकर्ता, निर्यात संधिदा या आदेश की एक प्रति के साथ संधिदात्मक विनिर्देशों का व्योरा देते हुए, अभिकरण को लिखित रूप में सूचना देगा जिससे कि अभिकरण नियम 3 के अनुसार निरीक्षण कर सके।

- (ii) निर्यातकर्ता निर्यात किए जाने वाले परेषण पर लगाए गए पहचान चिह्न भी अभिकरण को देगा।

(iii) उपरोक्त उप-नियम (1) के अधीन प्रत्येक सूचना निर्यात के लिए परेषण के भेजे जाने से कम से कम 3 दिन पूर्व दी जाएगी।

(iv) उप-नियम (1) के अधीन सूचना प्राप्त होने पर, निर्यात निरीक्षण परिपद् द्वारा समय-समय पर जारी किए गए अनुदेशों के अनुसार तथा इन नियमों की अनुसूची में दिए गए नमूना मापमान तथा अनुरूपता कसौटी के अनुसार अभिकरण परेषण का निरीक्षण कराएगा।

ऐसे निरीक्षण के पश्चात् यदि अभिकरण की राय है कि परेषण मान्यता प्राप्त विनिर्देशों के अनुरूप है तो वह तीन दिन के भीतर यह घोषणा करते हुए, निरीक्षण प्रमाण-पत्र जारी करेगा कि विरचित अध्रक का ऐसा परेषण निर्यात योग्य है।

परन्तु जहां अभिकरण का ऐसा समाधान नहीं होता है तो वहां वह उक्त तीन दिन की अवधि के भीतर ऐसा प्रमाण पत्र जारी करने से इंकार कर देगा तथा ऐसे इंकार की सूचना उसके कारणों सहित निर्यातकर्ता को देगा।

5. निरीक्षण का स्थान—इन नियमों के अधीन प्रत्येक निरीक्षण या तो,—

- (क) ऐसे उत्पादों के विनिर्माता के परिसर पर, या
- (ख) उन परिसरों पर किया जाएगा जहां निर्यातकर्ता द्वारा माल प्रस्तुत किया जाता है परन्तु यह तब जब कि निरीक्षण के लिए वहां पर्याप्त सुविधाएं उपलब्ध हों।

6. निरीक्षण फीस:—निर्यातकर्ता अभिकरण को निम्नानुसार निरीक्षण फीस देगा (क) प्रति परेषण न्यूनतम 20 रुपये के अधीन रहते हुए, पोत पर्याप्त निःशुल्क मूल्य के 0.4 प्रतिशत की दर से और (ख) उन विनिर्माताओं निर्यातकर्ताओं के लिए, जो राज्यों/संघ राज्य क्षेत्रों की संबंधित सरकारों के पास लघु विनिर्माण एककों के रूप में रजिस्ट्रीकृत हैं, प्रति परेषण कम से कम 20 रुपये के अधीन रहते हुए, 0.36 प्रतिशत की दर से।

7. अपील --

- (1) नियम 4 के उप-नियम (4) के अधीन प्रमाण-पत्र देने से इंकार किए जाने से व्यथित कोई व्यक्ति ऐसे इंकार की सूचना प्राप्त होने के दस दिन के भीतर ऐसे विशेषज्ञ पैनल को अपील कर सकेगा जिसमें केन्द्रीय सरकार द्वारा इस प्रयोजन के लिए नियुक्त कम से कम तीन और अधिक से अधिक सान व्यक्ति होंगे।
- (2) विशेषज्ञ-पैनल की कुल सदस्यता के कम से कम दो तिहाई सदस्य अणासकीय होंगे,
- (3) पैनल की गणपूर्ति तीन सदस्यों से होगी, और

- (4) अपील प्राप्त होने के पन्द्रह दिन के भीतर निपटा दी जाएगी।

अनुमूखी

नमूने का मापमान

- (क) सभी पेटियों में न्यूनतम 100 से से विरचित अन्नक का 0.5 प्रतिशत, सभी अपेक्षाओं के पालन की जाच के लिए सैम्पल टुकड़ों के निरीक्षण के लिए सैम्पल बनाया जाएगा। सैम्पल यदृच्छ लिए जाएंगे जिसमें कि वे लॉट का प्रतिनिधित्व कर सकें।
- (ख) यदि कोई परेपण विभिन्न आकारों/क्वालिटी/मांदाइयों का बना है तो निरीक्षण के लिए पृथक् रूप में प्रत्येक नमूना लिया जाएगा।

अनुरूपता का मापदण्ड :—

माप्यता प्राप्त त्रिनिर्देशों की अपेक्षाओं को पूरा न करने वाले विरचित अन्नक के टुकड़ों की कुल संख्या 8 प्रतिशत से अधिक नहीं होगी।

[सं० 6(11)/81—ई०आई० एण्ड ई०पी०]

सी० बी० कुकरेती, संयुक्त निदेशक

MINISTRY OF COMMERCE

ORDER

New Delhi, the 15th January, 1983

A.O. 356.—Whereas in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government is of the opinion that it is necessary and expedient so to do for the development of the export trade of India that the fabricated mica, should be subject to quality control and inspection, prior to export.

And whereas the Central Government has formulated the proposals specified below for the said purpose and has forwarded the same to the Export Inspection Council, as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964;

Now, therefore, in pursuance of the said sub-rule and in partial amendment to para (i) by omitting the words 'fabricated mica parts' in the Notification No. S.O. 2660 dated 30th July, 1964, the Central Government hereby publishes the said proposals for the information of the public likely to be affected thereby.

2. Notice is hereby given that any person who desires to make any objections or suggestions with respect to the said proposals may forward the same within forty-five days of the date of publication of this Order in the Official Gazette to the Export Inspection Council, Pragati Tower, 11th Floor, 26, Rajendra Place, New Delhi.

PROPOSALS

(1) To notify that the fabricated mica shall be subject to inspection prior to export.

(2) To recognise : The specifications declared by the exporter to be the agreed specifications of the export contract between the foreign buyer and the exporter;

Provided the same are not below the minimum performance characteristics and packing requirements for fabricated mica as laid down in Annexure-I to this Order.

Note : (a) When the export contract does not indicate detailed technical requirements or is based only on samples, the exporter should furnish written specifications.

(b) The method of tests would be as per national standard.

(3) To specify the type of quality control and inspection in accordance with the draft Export of Fabricated Mica (Quality Control and Inspection) Rules, 1983 as set out in Annexure-II appended hereto, as the type of quality control and inspection which shall be applied to the fabricated mica prior to export.

(4) To prohibit the export in course of international trade of the fabricated mica unless every consignment thereof is accompanied by certificate issued by any one of the agencies, established under section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) to the effect that the consignment of fabricated mica satisfies the conditions relating to quality control and inspection and is export-worthy in accordance with the Export of Fabricated Mica (Quality Control and Inspection) Rules, 1982.

3. Nothing in this Order, shall apply to the export by land, sea or air of samples of fabricated mica upto the value of Rs. 125/- only to the prospective buyer.

Explanation :—

In this Order, fabricated mica means cut mica blocks and condenser films, cut plates, punched backing plates or transister pads, washers and discs, and all varieties of mica cut or punched to specified shapes or sizes. This, however does not include micranite, built-up mica, mica tapes, mica cloth, mica silk, mica paper, mica folium and mica powder/flakes and mica elements wrapped with wire or any other foreign elements.

ANNEXURE I

Minimum performance characteristics and packing requirements of fabricated mica

1. General.—The shape and size of the fabricated mica products shall be according to the purchaser's drawings/patterns/samples agreed to by the exporter. The permissible tolerances in measurement shall be as per the requirement of the buyer.

2. The uniformity and correctness of thickness shall not vary by more than 5 percent of the fabricated mica parts.

3. Foreign materials.—Inclusion of foreign minerals (such as feldspar, quartz and other minerals of pagmatite) and the impurities such as oil stains are not allowed.

4. Fabricated mica shall be free from exfoliation, cracks, pinholes.

5. Visual quality characteristics of fabricated mica declared by the exporter shall be in accordance with the relevant quality of block mica, thins and films as laid down in Indian Standard No. 1175-1981 'Grading and classification of Muscovite Mica block, thins, and films' subject to a maximum tolerance of five percent on either side.

Note : For mica of quality other than covered under the above mentioned Indian Standard, the sample approved by the foreign buyer shall form basis of inspection.

6. Packing.—Unless otherwise specified by the buyer fabricated mica shall be packed in paper packets/plastic sheets. The packet shall be tightly packed in sturdy boxes with inside paper lining. Every package shall be labelled with the following information :—

- (1) Name of the manufacturer;
- (2) Name of item;
- (3) Quantity or net mass; and
- (4) Date of packing.

ANNEXURE II

Draft rules proposed to be made under Section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963).

1. Short title.—These rules may be called the Export of Fabricated Mica (Quality Control and Inspection) Rules, 1983.

2. Definitions.—In these rules, unless the context otherwise requires, —

- (a) "Act" means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963);
- (b) "Agency" means any one of the Export Inspection Agencies established under section 7 of the Act;
- (c) "Fabricated Mica" means cut mica blocks and condenser films, cut plates, punched backing plates or backers, punched bridges, spacers, trimmers, transistor plates or transistor pads washers and discs and all varieties of mica cut or punched to specified shapes or sizes.

This, however, does not include micranite built up mica, mica tape, mica cloth, mica silk, mica paper, mica foilium and mica powder/flake and mica elements wrapped with wire or any other foreign elements.

3. Basis of inspection.—Inspection of fabricated mica shall be carried out with a view to ensure that the quality of the same conforms to the specifications recognised by the Central Government under section 6 of the Act namely the specification declared by the exporter to be agreed specifications of the export contract between foreign buyer and the exporter :

Provided the same are not below the minimum performance characteristics as set out in Annexure I to the Order under section 6 of the Act

4. An exporter intending to export a consignment of fabricated mica shall give an intimation in writing details of the contractual specifications along with a copy of the export contract or order to enable the agency to carry out inspection in accordance with rule 3:

(ii) The exporter shall furnish to the agency the identification marks applied on the consignment to be exported;

(iii) Every intimation under sub-rule 1 above shall be given not less than 3 days prior to the despatch of the consignment for export

(iv) On receipt of the intimation under sub-rule 1, the Agency shall get the consignment inspected as per the instruction issued by the Export Inspection Council from time to time, and as per the sampling scale and criteria of conformity given in schedule to these Rules.

If the Agency after such inspection is of the opinion that the consignment conforms to the recognised specifications it shall within three days issue a certificate of inspection to the exporter declaring such consignment of fabricated mica as exportworthy

Provided where the Agency is not as satisfied it shall within the said period of three days refuse to issue such certificate and communicated such refusal to the exporter along with reasons therefor,

5. Place of inspection.—Every inspection under these rules shall be carried out either:

- (a) At the premises of the manufacturer or such products; or
- (b) At the premises of which the goods are offered by the exporter provided adequate facilities for inspection exists therein.

6. Inspection fee.—Inspection fee shall be paid by the exporter to the Agency (a) at the rate of 0.4 per cent of the FOB value subject to a minimum of Rs 20 per consignment; and (b) subject to the minimum of Rs 20/- per consignment the rate shall be 0.35 per cent for manufacturers/exporters who are registered as Small Scale Manufacturing units with the concerned Government of States/Union Territory

1128 GI/82—2

7. Appeal.—(1) Any person aggrieved by the refusal of the Agency to issue a certificate under sub-rule (iv) of rule 4 may within ten days of the receipt of the communication of such refusal by him, prefer an appeal to a Panel of Experts consisting of not less than three but not more than seven persons appointed for the purpose by the Central Government.

(2) The Panel shall consist of at least two-thirds of non-official of the total membership of the Panel of Experts;

(3) The Quorum for the Panel shall be three; and

(4) The appeal shall be disposed of within fifteen days of the receipt.

SCHEDULE

Scale of Sampling:—

(a) From each case, 0.5 per cent of the fabricated mica pieces with a minimum of 100 shall be sampled for inspection of the sampled pieces to check compliance with all the requirements. Samples shall be drawn at random so as to be representative of the lot.

(b) If a consignment consists of different sizes/qualities thicknesses each would be sampled separately for inspection. Criteria of Conformity:—

The total number of fabricated mica pieces failing to meet the requirements of recognised specification shall not exceed 8 per cent

(No 6(11)/81-EI&EP)

C. B. KUKRETI, Jt. Director

(मुख्य निर्यातक, आयात-निर्यात का कार्यालय)

आदेश

नई दिल्ली, 23 दिसम्बर, 1982

का.आ. 357—सर्वश्री मंगलौर कैमिक्स एण्ड पब्लिशर्स लि० मंगलौर को मुक्त विदेशी विनिमय के अन्तर्गत संलग्न सूची के अनुसार पंजीकृत माल का आयात करने के लिए 13,13,100 रुपये (तेरह लाख तेरह हजार एक सौ रुपये) को आयात लाइसेंस सं० आई/सीजी/2040139 सी/एक्सएक्स/84/एच/82 दिनांक 10-8-1982 प्रदान किया गया था।

फर्म ने उक्त लाइसेंस की सीमाशुल्क निकासी प्रयोजन प्रति की अनुमति जारी करने के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल सीमा शुल्क निकासी प्रयोजन प्रति उनसे आ गई अथवा अस्थानस्थ हो गई है। यह भी बताया गया है कि लाइसेंस की सीमाशुल्क निकासी प्रयोजन प्रति किसी भी सीमाशुल्क प्रधिकारी ने पंजीकृत नहीं करायी गयी थी और इस प्रकार सामा शुल्क निकासी प्रयोजन प्रति के मूल्य का अभी तक उपयोग नहीं हुआ है।

2. अपने इस तर्क के समर्थन में लाइसेंसधारी ने न्याय दण्डाधिकारी, मंगलौर के सामने विधिवत् शपथ लेकर स्टाम्प पेपर पर एक शपथ पत्र दाखिल किया है। तदनुसार, मैं सन्तुष्ट हूँ कि आयात लाइसेंस सं० आई/सीजी/2040139/सी/एक्स एक्स/84/एच/82 दिनांक 10-8-1982 की मूल सीमा शुल्क निकासी प्रयोजन प्रति फर्म ने खो गई अथवा अस्थानस्थ हो गई है। यथासंशोधित, आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 की उप-धारा 9 (सी सी) में प्रदत्त अधिकारों का प्रयोग करते हुए सर्वश्री मंगलौर

केवल एण्ड फर्टिलाइजर्स लि०, मंगलोर का आरो विए गारू लूल् सीमा शुल्क निर्यात प्रयोजन प्रति म० आर्टि/सीजी, 2040/39 दिनांक 10-8-1982 का एन्ट्रान्स रद्द किया जाता है।

3. उक्त लाइसेंस की सीमाशुल्क निर्यात प्रयोजन प्रति की अनुलिपि फर्म को अलग से जारी की जा रही है।

[म० सीजी-2/पीएण्डसी/58/82-83/1215]

पॉल बेक, उप मुख्य नियंत्रक, आयात-निर्यात

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 23rd December 1982

S.O. 357—M/s Mangalore Chemicals & Fertilizers Ltd., Mangalore were granted an import licence No. I/CG/2040139/C/XX/84/H/82, dated 10-8-1982 for Rs. 13.13,100 (Rupees Thirteen lakhs thirteen thousand and one hundred

only, for import of Capital Goods as per list attached under Free Foreign Exchange

The firm has applied for issue of Duplicate copy of Customs purposes copy of the above mentioned licence on the ground that the original Customs purposes copy of the licence has been lost or misplaced. It has further been stated that the Customs purposes copy of the licence was not registered with any Customs Authority and as such the value of Customs purpose copy has not been utilized at all.

2. In support of its contention, the licence has filed and affidavit on stamped paper duly sworn in before a Judicial Magistrate, Mangalore. I am accordingly satisfied that the original Customs purposes copy of import licence No. I/CG/2040139/C/XX/84/H/82 dated 10-8-1982 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-rule 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended the said original Customs purposes copy No. I/CG/2040139 dt. 10-8-1982 issued to M/s Mangalore Chemicals & Fertilizers Ltd., Mangalore is hereby cancelled.

3. A duplicate Customs Purposes Copy of the said licence being issued to the party separately.

[No. CGII/P&C/58/82-83/1215]

PAUL BECK, Dy Chief Controller of Imports & Exports.

नागरिक प्रति संज्ञा

भारतीय मानक संस्था

नई दिल्ली, 16 दिसम्बर, 1982

का० आ० 358.—भारतीय मानक संस्था (प्रमाणन विभाग) विनियम 1955 के नियम 3 के उपविनियम 2 तथा विनियम 3 के उपविनियम (2) और (3) के अनुसार भारतीय मानक संस्था एन्ट्रान्स अधिसूचित किया जाता है कि जिन भारतीय मानकों के व्योरे नीचे अनुसूची में दिए गए हैं वे 1980-01-30 को निर्धारित किए गए हैं :

अनुसूची

| क्र.सं. | निर्धारित भारतीय मानक की पदसूची एवं शीर्षक | नए भारतीय मानक द्वारा अतिक्रमण भारतीय मानक या मानकों, यदि कोई हैं, की पदसूची एवं शीर्षक | अन्य विवरण |
|---------|---|--|------------|
| (1) | (2) | (3) | (4) |
| 1. | IS : 25-1979 प्रतिवर्षी बेयरिंग मिश्रधातु की विशिष्टि (तीसरा पुनरीक्षण) | IS : 25-1966 प्रतिवर्षी बेयरिंग मिश्रधातु की विशिष्टि (दूसरा पुनरीक्षण) | |
| 2. | IS : 209-1979 जस्मे की विशिष्टि (तीसरा पुनरीक्षण) | IS : 209-1966 जस्मे की विशिष्टि (दूसरा पुनरीक्षण) | |
| 3. | IS : 648-1980 चुम्बकीय परिपथों के लिये अदिकवित्यस्त विद्युत इस्पात की चादरो एवं पत्तियों की विशिष्टि (तीसरा पुनरीक्षण) | IS : 648-1980 चुम्बकीय परिपथों के लिये अदिकवित्यस्त विद्युतीय इस्पात की चादरो एवं पत्तियों की विशिष्टि (दूसरा पुनरीक्षण) | |
| 4. | IS : 1262-1979 अपघर्षी विशेषताओं (बद्ध) की विशिष्टि (पहला पुनरीक्षण) | IS : 1262-1958 अपघर्षी विशेषताओं की विशिष्टि | |
| 5. | IS : 1367 (भाग 16)-1979 चूड़ीदार इस्पात के बन्धकों की तकनीकी आपूर्ति शर्तें : भाग 16 पदनाम पद्धति एवं पद व्यवस्था एवं प्रतीक (पहला पुनरीक्षण) | IS : 1367-1967 चूड़ीदार बन्धकों की तकनीकी आपूर्ति शर्तें (पहला पुनरीक्षण) | |

| (1) | (2) | (3) | (4) |
|---|---|--|-----|
| 6. IS : 1448 (पी : 92)-1979 पेट्रोलियम एवं उसके उत्पादों की परीक्षण पद्धतिशा. | | | |
| पृ०-92 पेट्रोलियम का शंकुवर्धन | | | |
| 7. IS : 1719-1979 ऊनी तमदों (दाबित) की विशिष्टि (पहला पुनरीक्षण) | IS : 1719-1969 ऊनी तमदों की विशिष्टि (पहला पुनरीक्षण) | | |
| 8. IS : 1885 (भाग 17)-1979 बिद्युत-तक-नीकी शब्दावली : भाग 17 स्विचगियर एवं नियंत्रण गियर (पहला पुनरीक्षण) | IS : 1885 (भाग 17)-1969 बिद्युत-तकनीकी शब्दावली : भाग 17-स्विच-गियर एवं नियंत्रण गियर | | |
| 9. IS : 2062-1980 संरचना इम्पान (विनयन वेल्डिंग किस्म) की विशिष्टि (दूसरा पुनरीक्षण) | IS : 2062-1969 संरचना इम्पान (विनयन वेल्डिंग किस्म) की विशिष्टि (पहला पुनरीक्षण) | *भारतीय मानक संस्था प्रमाणन चिह्न परियोजना हेतु. IS : 2062-1980 दिनांक 1980-09-30 से लागू होगा। | |
| 10. IS : 2162-1979 एक लोक वाले उपकरणों के लिए ब्रायडाइड टिपों के परिमाण (पहला पुनरीक्षण) | IS : 2162-1962 एक लोक वाले परावर्तन उपकरणों के कार्बोडाइड टिपों के परिमाण | | |
| 11. IS : 2185 (भाग 1)-1979 कंकरीट की चिनाई एकक की विशिष्टि : भाग 1 पॉले एवं ठोस कंकरीट ग्रेड (दूसरा पुनरीक्षण) | IS : 2185-1967 सीमेन्ट पॉली कंकरीट के खंडों की विशिष्टि (पहला पुनरीक्षण) | | |
| 12. IS : 2457-1979 जलरोक, मृती छाते के कपड़े की विशिष्टि (पहला पुनरीक्षण) | IS : 2457-1963 छाते के कपड़ों की विशिष्टि (जलरोक) | | |
| 13. IS : 2485-1979 सामान्य इंजीनियरी कार्यों के लिए तार की रस्मियों के व्यवधान गड्डे माकेटों की विशिष्टि (पहला पुनरीक्षण) | IS : 2485-1963 सामान्य इंजीनियरी कार्यों के तार रस्मियों के व्यवधान गड्डे माकेटों की विशिष्टि | | |
| 14. IS : 2556 (भाग 11)-1979 काचा नफाई साधनों की विशिष्टि (कांचाभ चीनी) भाग 11-फुहारे की विशेष अपेक्षाएं (पहला पुनरीक्षण) | IS : 2256 (भाग 11)-1972 काचा नफाई साधनों की विशिष्टि (कांचा चीनी) फुहारे की विशेष अपेक्षाएं | -भारतीय मानक संस्था तन गन चिह्न परियोजना हेतु : IS : 2556-भाग 11)-1979 तिथि 1980-09-01 से लागू होगी. | |
| 15. IS : 2627-1979 शीश में तरल पदार्थ वाले तापमापी में सम्बन्धित परिभाषिक शब्दावली (पहला पुनरीक्षण) | IS : 2627-1963 शीश में तरल पदार्थ वाले तापमापी में सम्बन्धित परिभाषिक शब्दावली | | |
| 16. IS : 2712-1979 संपीडित एस्कमटाम रेश के जोड़ों की विशिष्टि (दूसरा पुनरीक्षण) | IS : 2712-1971 संपीडित एस्कमटाम रेशों के जोड़ों की विशिष्टि (पहला पुनरीक्षण) | | |
| 17. IS : 2829-1979 बाष्प-प्रावृत्त धा की कड़ाइयों (इम्पान स्टेटनेस) की विशिष्टि (पहला पुनरीक्षण) | IS : 2829-1964 बाष्प प्रावृत्त धा की कड़ाइयों की विशिष्टि | | |
| 18. IS : 3005 (भाग 1)-1979 भूरे ढलवां लाहे की सिल्लियों के सांचे स्टूल और धातुमल कलछियों की विशिष्टि : भाग-1, 8 टन और उससे अधिक भार वाले बड़े आकार की सिल्लियों के सांचों के लिए नीचे के स्टूल (पहला पुनरीक्षण) | IS : 3005-1964 भूरे ढलवां लाहे की सिल्लियों के सांचे, स्टूल एवं धातुमल कलछियों की विशिष्टि | | |

| (1) | (2) | (3) | (4) |
|---|---|--|-----|
| 19. IS : 3723 (भाग 1)—1978 रेडियो में विघ्न दमन हेतु सधारित्र की विशिष्ट भाग 1 सामान्य अपेक्षाएं एवं परीक्षण पद्धतियां (पहला पुनरीक्षण) | IS : 3723—1966 रेडियो में विघ्न दमन के लिए सधारित्र की विशिष्ट | --- | |
| 20. IS : 3906 (भाग II)—1979 हस्तचालित पीठ पर रखने वाले निरन्तर छिड़काव यंत्र की विशिष्ट : भाग II डायफ्राम वाले (पहला पुनरीक्षण) | IS : 3906 (भाग II)—1969 हस्तचालित पीठ पर रखने वाले निरन्तर छिड़काव यंत्र भाग II डायफ्राम वाले | --- | |
| 21. IS : 4882—1979 बेयरिंग उद्योग में प्रयोग हेतु रिबेटों के लिए निम्न कार्बन इस्पात की तार की विशिष्ट (पहला पुनरीक्षण) | IS : 4882—1968 बेयरिंग उद्योग में प्रयोग हेतु रिबेटों के लिए निम्न कार्बन इस्पात के तार की विशिष्ट | *भारतीय मानक संस्था प्रमाणन चिह्न परियोजना हेतु IS : 4882—1968 IS : 4882—1979 के साथ तिथि 1980-12-01 तक लागू रहेगा । | |
| 22. IS : 5029—1979 सामान्य उपयोग के लिए अस्पताल के रोगी-शय्या की विशिष्ट | IS : 5029—1969 सामान्य उपयोग हेतु अस्पताल के रोगी शय्या की विशिष्ट | --- | |
| 23. IS : 5242—1979 धातुओं के कर्तन सामर्थ्य निर्धारण परीक्षण पद्धति (पहला पुनरीक्षण) | IS : 5242—1969 मृदु इस्पात की कर्तन-सामर्थ्य निर्धारण की परीक्षण पद्धति | --- | |
| 24. IS : 5507—1979 भाग वाले 50 कीटर की क्षमता वाले रसायनिक भाग बूझाने वाले इंजन की विशिष्ट (पहला पुनरीक्षण) | IS : 5507—1969 क्षात्र, रसायनिक अग्नि बूझाने वाले इंजन की विशिष्ट | --- | |
| 25. IS : 5501 (11) भाग iii)—1979 प्रयोगशाला के पशुओं के रहन-सहन प्रबन्ध देख-रेख एवं प्रजनन की संहिता : भाग iii प्रयोगशाला गिनी पिग (पहला पुनरीक्षण) | IS : 5701 (भाग III)—1971 प्रयोगशाला के पशुओं के रहन-सहन, प्रबंध, देख-रेख एवं प्रजनन की संहिता : भाग III प्रयोगशाला गिनी पिग | --- | |
| 26. IS : 5701 (IV) —1979 प्रयोगशाला के पशुओं के रहन-सहन प्रबन्ध, देखरेख एवं प्रजनन की संहिता : भाग 4 प्रयोगशाला के मुनहरे हेमस्टर | IS : 5701 (भाग IV)—1972 प्रयोगशाला के पशुओं के रहन-सहन प्रबन्ध देख-रेख एवं प्रजनन की संहिता : भाग 4 प्रयोगशाला के हेमस्टर | --- | |
| 27. IS : 5895—1980 एलुमिनियम उद्योग में प्रयुक्त क्रियोलइट की विशिष्ट (पहला पुनरीक्षण) | IS : 5893—1970 एलुमिनियम उद्योग में प्रयोग हेतु क्रियोलइट की विशिष्ट | --- | |
| 28. IS : 6364—1979 इमली की लुगदी की विशिष्ट (पहला पुनरीक्षण) | IS : 6364—1971 इमली की लुगदी की विशिष्ट | --- | |
| 29. IS : 7087—1979 मृत्ति का टावर पैकिंग की विशिष्ट (पहला पुनरीक्षण) | IS : 7087—1973 मृत्तिका टावर पैकिंग की विशिष्ट | --- | |
| 30. IS : 8422 (भाग IV)—1977 अंतर्दाही इंजनों के पिस्टन की विशिष्ट : भाग-4 नेपियर तेल अपघर्षक छल्ले 30 से 200 मिमी तक के सांकेतिक व्यास के एन रिग | --- | 1978-08-01 को स्थापित | |
| 31. IS : 8422 (भाग V)—1979 अंतर्दाही इंजनों के पिस्टन रिग की विशिष्ट : भाग-5 पेंडीशर तेल अपघर्षक छल्ले 30 से 200 मिमी तक के सांकेतिक व्यास वाले जेड रिग | --- | 1978-08-31 को स्थापित | |

| (1) | (2) | (3) | (4) |
|---|-----|-----|-----------------------|
| 32. IS : 8422 (भाग 8)—1977 अतर्दीष्टी इजनों के पिस्टन रिंग की विशिष्टि : भाग 8 सकीर्ण छिद्रित नेल नियंत्रण रिंग 50 से 200 मिमी तक के मार्केतिक व्यास वाले डी-रिंग | | --- | 1978-08-31 का स्थापित |
| 33. IS : 8819—1977 अधिविशेष मैनगर गैस एवं पेट्रोल गैसों की मापन पद्धतिया | | --- | --- |
| 34. IS : 8880—1978 विद्युत चुम्बकीय हस्तक्षेप के दमन की छमाइकाइयों की विशिष्टि | | --- | --- |
| 35. IS : 9132—1979 मुड़ने वाले शल्प क्रिया मेज की विशिष्टि | | --- | --- |
| 36. IS : 9178 (भाग I)—1979 राशि सामग्री भण्डारण के लिए इस्पात के बिन की डिजाइन सम्बन्ध बनावट की कर्षाटिया भाग I भाग का अनुमान एवं सामान्य अपेक्षाएं | | --- | --- |
| 37. IS : 9178 (भाग II)—1979 राशि सामग्री भण्डारण के लिए इस्पात के बिन की डिजाइन सम्बन्धी कर्षाटी : भाग II जिजाइन कर्षाटियां | | --- | --- |
| 38. IS : 9246—1979 चपाती बनाने को मशीन की विशिष्टि | | --- | --- |
| 39. IS : 9250—1979 पी-नाइट्रोफोर्माट की विशिष्टि | | --- | --- |
| 40. IS : 9264 (भाग I)—1979 मोटर वाहनों में अंतरंग प्रकाश की विशिष्टि : भाग I सामान्य अपेक्षाएं एवं सिफारिशें | | --- | --- |
| 41. IS : 9282—1979 विलाइको के लिए क्रैना का आंकड़ा पत्र | | --- | --- |
| 42. IS : 9305—1979 समाधित डिस्क रिकाइों की विशिष्टि | | --- | --- |
| 43. IS : 9306—1979 इलेक्ट्रानो सगणको के संख्यात्मक कुंजीफलक विन्यास | | --- | --- |
| 44. IS : 9316 भाग 5—1979 रबड़ लैटेक्स की परीक्षण पद्धतिया : भाग 5 नमूने लेना | | --- | --- |
| 45. IS : 9319—1979 इलेक्ट्रानो स्वः संतोलन विभवमापीय सूचकों एवं अकितों की विशिष्टि | | --- | --- |
| 46. IS : 9339—1979 केज-तेल एवं अगर्गों की विशिष्टि | | --- | --- |
| 47. IS : 9340—1979 उपयोग चौकियों की विशिष्टि | | --- | --- |
| 48. IS : 9342—1979 अजली-रहित मुलम्मा के लिए माखियम हाइपोफास्फेट की विशिष्टि | | --- | --- |
| 49. IS : 9344—1979 चुम्बकीय कोमल सामग्री के लहरदार पत्ती बंधे कोरों के परिमाण | | --- | --- |

| (1) | (2) | (3) | (4) |
|-----|--|-----|-----|
| 50 | IS. 9345-1979 तेलीयगात्र वाली मिर्ची (लाल मिर्ची) की विनिर्दिष्ट | --- | --- |
| 51 | IS: 9348-1979 योजक सधारित और सधारित विभाजक की विनिर्दिष्ट | --- | --- |
| 52 | IS. 9349-1979 मध्यम एवं उच्च शिक्षण सरकारों के सार्वजनिक शिक्षण संस्थानों के विनिर्दिष्ट | --- | --- |
| 53 | IS: 9359-1980 फोरेस्ट के कैपसकन बंद दानों की विनिर्दिष्ट | --- | --- |
| 54 | IS 9361-1980 श्रवणालय के दानों का विनिर्दिष्ट | --- | --- |
| 55 | IS 9363-1980 फेनथीयोन के दानों की विनिर्दिष्ट | --- | --- |
| 56 | IS 9364-1980 डाइक्लोफेन के दानों की विनिर्दिष्ट | --- | --- |
| 57 | IS 9366-1980 क्विनलफाग के दानों की विनिर्दिष्ट | --- | --- |
| 58 | SI 9375-1979 पूर्व एवं प्रत्यक्ष ककराट पोथी धातु की विनिर्दिष्ट | --- | --- |
| 59 | IS 9377-1979 रोटी के सघात मान के उपकरण की विनिर्दिष्ट | --- | --- |
| 60 | IS 9379-1979 तम्बाकू एवं तम्बाकू उत्पादों में अद्रव्य निर्धारण की पद्धति | --- | --- |
| 61 | IS. 9390-1980 तेल चालित युक्तियों के लिए सीधे योजक ढाँचे की विनिर्दिष्ट | --- | --- |
| 62 | IS. 9391-1980 तेल एवं चालित तत्वों के लिए सीधे योजक समूचयों की विनिर्दिष्ट | --- | --- |
| 63 | IS 9395-1979 गहन तीमारदारी शय्या का विनिर्दिष्ट | --- | --- |
| 64 | IS 9397-1980 आरुपाइन स्की हेतु, प्रति-बधित चढ़ाई खेल के आवास | --- | --- |
| 65 | IS 9408-1980 स्वतः धारी रिड्यूसर की विनिर्दिष्ट | --- | --- |
| 66 | IS. 9410 (भाग I)-1980 रजत क्लिप सेट की विनिर्दिष्ट भाग I फॉर्लेक्स, क्लिप कटार्ड एवं स्पष्टने वाले | --- | --- |
| 67 | IS 9416-1980 ज्वैड ध्वनि की विनिर्दिष्ट | --- | --- |
| 68 | IS 9421-1980 जलयानों में प्रयोग के लिए सूचना बलियों के रंग | --- | --- |
| 69 | IS 9422-1980 जलयानों के गाल अग्रभाग (ग्रोवा) और साइड ध्वनि सम्बन्धी प्रतीक | --- | --- |
| 70 | IS: 9423-1980 जलयानों की रक्षणवान व्यवस्था के लिए रंग योजना की पहचान | --- | --- |

इन भारतीय मानकों की प्रतियां, भारतीय मानक संस्था, मानक भवन, 9, बहादुरशाह जफर मार्ग नई दिल्ली-110002 और अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, बम्बई, कलकत्ता, चंडीगढ़, हैदराबाद, जयपुर, कानपुर, मद्रास, पटना एवं त्रिवेन्द्रम स्थित शाखा कार्यालयों में बिज्जी के लिए उपलब्ध है।

MINISTRY OF CIVIL SUPPLIES
INDIAN STANDARDS INSTITUTION

New Delhi, the 1982-12-16

S. O. 358—In pursuance of sub-rule (2) of Rule 3 and sub-regulations (2) and (3) of regulation 3 of Indian Standards Institution (Certification Marks) Rules and Regulations, 1955, the Indian Standards Institution hereby notifies that the Indian Standard(s), particulars of which are given in the Schedule hereto annexed, have been established on 1980-04-30.

SCHEDULE

| Sl. No. and Title of the Indian Standard No. Established | No. and Title of the Indian Standard or Standards if any, superseded by the new Indian Standard | Remarks, if any |
|--|--|---|
| (1) | (2) | (3) |
| 1. IS : 25—1979 Specification for antifriction bearing alloys (third revision) | IS : 25—1966 Specification for antifriction bearing alloys (second revision) | — |
| 2. IS : 202—1979 Specification for zinc (third revision) | IS : 202—1966 Specification for zinc (second revision) | — |
| 3. IS : 648—1980 Specification for non-oriented electrical steel sheets and strips for magnetic circuits. (third revision) | IS : 648—1970 Specification for non-oriented electrical steel sheets for magnetic circuits. (second revision) | — |
| 4. IS : 1262—1979 Specification for abrasive specialties (bonds) (first revision) | IS : 1262—1958 Specification for abrasive specialties | — |
| 5. IS : 1367 (Pt. XVI)—1979 Technical supply conditions for threaded steel fasteners : Part XVI Designation system and symbols (first revision) | IS : 1367—1967 Technical supply conditions for threaded fasteners (first revision) | — |
| 6. IS : 1448 (P : 92)—1979 Methods of test for petroleum and its products : P : 92 Cone penetration of petrolatum | — | — |
| 7. IS : 1719—1979 Specification for wool felt (pressed) (second revision) | IS : 1719—1969 Specification for felt, woollen (first revision) | — |
| 8. IS : 1885 (Part XVII)—1979 Electrotechnical Vocabulary : Part XVII Switchgear and control-gear. (first revision) | IS : 1885 (Part XVII)—1969 Electrotechnical vocabulary : Part XVII Switchgear and control-gear. | — |
| 9. *IS : 2062—1980 Specification for structural steel (fusion welding quality) (second revision) | IS : 2062—1969 Specification for structural steel (fusion welding quality) (first revision) | *For purposes of ISI Certification Marks Scheme; IS : 2062—1980 shall come into force with effect from 1980-09-30 |
| 10. IS : 2162—1979 Dimensions for carbide tips for single point tools. (first revision) | IS : 2162—1962 Dimensions for carbide tips for single point turning tools | — |
| 11. IS : 2185 (Part I)—1979 Specification for concrete masonry units : Part I Hollow and solid concrete blocks. (second revision) | IS : 2185—1967 Specification for hollow cement concrete blocks (first revision) | — |
| 12. IS : 2457—1979 Specification for cotton umbrella cloth, waterproofed (first revision) | IS : 2457—1963 Specification for cotton umbrella cloth (waterproofed) | — |
| 13. IS : 2485—1979 Specification for drop forged sockets for wire ropes for general engineering purposes (first revision) | IS : 2485—1963 Specification for drop forged sockets for wire ropes for general engineering purposes. | — |

| (1) | (2) | (3) | (4) |
|---|---|---|-----|
| 14. *IS : 2556 (Part XI)—1979 Specification for vitreous sanitary appliances (vitreous china) Part XI Specific requirements for shower rose (first revision) | IS : 2556 (Part XI)—1972 Specification for vitreous sanitary appliances (vitreous china) Part XI Specific requirements for shower rose. | *For purposes of ISI Certification Marks Scheme; IS : 2556 (Part XI) 1979 shall come into force with effect from 1980-09-01 | |
| 15. IS : 2627—1979 Glossary of terms relating to liquid-in-glass thermometers (first revision) | IS : 2627—1963 Glossary of terms relating to liquid-in-glass thermometers | — | |
| 16. IS : 2712—1979 Specification for compressed asbestos fibre jointings. (second revision) | IS : 2712—1971 Specification for compressed asbestos fibre jointing. (first revision) | — | |
| 17. IS : 2829—1979 Specification for steam-jacketed ghee pans (stainless steel) (first revision) | IS : 2829—1964 Specification for steam jacketed ghee pans. | — | |
| 18. IS : 3005 (Part I)—1979 Specification for grey cast iron ingot moulds, stools and slag ladless Part I Bottom stools for large size ingot moulds weighing 8 tonnes and higher (first revision) | IS : 3005—1964 Specification for grey cast iron ingot moulds, stools and slag ladless. | — | |
| 19. IS : 3723 (Part I)—1978 Specification for capacitors for radio interference suppression : Part I General requirements and methods of tests. (first revision) | IS : 3723—1966 Specification for capacitors for radio interference suppression. | — | |
| 20. IS : 3906 (Part II)—1979 Specification for hand-operated continuous knapsack sprayer : Part II Diaphragm type. (first revision) | IS : 3906 (Part II)—1969 Specification for hand-operated continuous knapsack sprayer : Part II Diaphragm type. | — | |
| 21. IS : 4882—1979 Specification for low carbon steel wire for rivets for use in bearing industry. (first revision) | *IS : 4882—1968 Specification for low-carbon steel wire for rivets for use in bearing industry. | *For purposes of ISI Certification Marks Scheme IS : 4882—1968 shall run concurrently with IS : 4882—1979 upto 1980-12-01 | |
| 22. IS : 5029—1979 Specification for bedsteads, hospital, general purposes (first revision) | IS : 5029—1969 Specification for bedsteads, hospital, general purposes. | — | |
| 23. IS : 5242—1979 Method of test for determining shear strength of metals. (first revision) | IS : 5242—1969 Method of test for determining shear strength of mild steel. | — | |
| 24. IS : 5507—1979 Specification for 50-Litre capacity chemical fire engine, foam type (first revision) | IS : 5507—1969 Specification for chemical fire engine, foam type. | — | |
| 25. IS : 5701 (Part III)—1979 Code for breeding, care management and housing of laboratory animals; Part III Laboratory guinea-pigs (first revision) | IS : 5701 (Part III)—1971 Code for breeding, care management and housing of laboratory animals; Part III Laboratory guinea-pigs. | — | |
| 26. IS : 5701 (Part IV)—1979 Code for breeding, care, management and housing of laboratory animals : Part IV Laboratory golden hamsters. (first revision) | IS : 5701 (Part IV)—1972 Code for breeding, care, management and housing of laboratory animals; Part IV Laboratory hamsters. | — | |
| 27. IS : 5893—1980 Specification for cryolite for use in aluminium industry. (first revision) | IS : 5893—1970 Specification for cryolite for use in aluminium industry. | — | |
| 28. IS : 6364—1979 Specification for tamarind pulp. (first revision) | IS : 6364—1971 Specification for tamarind pulp. | — | |

| (1) | (2) | (3) | (4) |
|-----|---|--|---------------------------|
| 29. | IS : 7087— 979 Specification for ceramic tower packings (first revision) | IS : 7087—1973 Specification for ceramic tower packings. | — |
| 30. | IS : 8422 (Part IV)—1977 Specification for piston rings for IC engines : Part IV Napier oil scraper rings from 30 up to 200 mm nominal diameter N-rings. | — | Established on 1978-08-31 |
| 31. | IS : 8422 (Part V)—1977 Specification for piston rings for IC engines : Part V Stepped oil scraper rings from 30 up to 200 mm nominal diameter Z-rings. | — | Established on 1978-08-31 |
| 32. | IS : 8422 (Part VIII)—1977 Specification for piston rings for IC engines : Part VIII Narrow land slotted oil control rings from 50 up to 200 mm nominal diameter D-rings. | — | Established on 1978-08-31 |
| 33. | IS : 8818—1977 Methods for measurement petroleum gases and town gas in bulk. | — | — |
| 34. | IS : 8880—1978 Specification for filter units for electromagnetic interference suppression. | — | — |
| 35. | IS : 9213—1979 Specification for table operation, folding type | — | — |
| 36. | IS : 9178 (Part I)—1979 Criteria for design of steel bins for storage of bulk materials : Part I General requirements and assessment of loads. | — | — |
| 37. | IS : 9178 (Part II)—1979 Criteria for design of steel bins for storage of bulk materials Part II Design criteria. | — | — |
| 38. | IS : 9246—1979 Specification for CHAPATI machine. | — | — |
| 39. | IS : 9250—1979 Specification for p-nitrophenol. | — | — |
| 40. | IS : 9264 (Part I)—1979 Specification for interior lighting of motor vehicle : Part I General requirements and recommendations. | — | — |
| 41. | IS : 9289—1979 Purchaser's data sheet for agitators. | — | — |
| 42. | IS : 9305—1979 Specification for processed disk records. | — | — |
| 43. | IS : 9306—1979 Layout of numeric keyboard for electronic calculators. | — | — |
| 44. | IS : 9316 (part V)—1979 Methods of test for rubber latex : Part V Drawing of samples | — | — |
| 45. | IS : 9319—1979 Specification for electronic self-balancing potentiometric indicators and recorders. | — | — |
| 46. | IS : 9339—1979 Specification for pomades and brilliantines. | — | — |
| 47. | IS : 9340—1979 Specification for expendable pallets | — | — |
| 48. | IS : 9342—1979 Specification for sodium hypophosphite for electroless plating | — | — |
| 49. | IS : 9344—1979 Dimensions for toroidal strip-wound cores of magnetically soft material | — | — |
| 50. | IS : 9345—1979 Specification for oleoresin chillies (capsicum) | — | — |

| (1) | (2) | (3) | (4) |
|-----|---|-----|-----|
| 51. | IS : 9348—1979 Specification for coupling capacitor and capacitor divider. | — | — |
| 52. | IS : 9349—1979 Recommendations for structural design of medium and high head slide gates. | — | — |
| 53. | IS : 9359—1980 Specification for phorate granules, encapsulated. | — | — |
| 54. | IS : 9361—1980 Specification for alachlor granules. | — | — |
| 55. | IS : 9363—1980 Specification for fenthion granules. | — | — |
| 56. | IS : 9364—1980 Specification for trichlorfon granules. | — | — |
| 57. | IS : 9366—1980 Specification for quinalphos granules. | — | — |
| 58. | IS : 9375—1979 Specification for precast reinforced concrete plant guards. | — | — |
| 59. | IS : 9377—1979 Specification for apparatus for aggregate impact value. | — | — |
| 60. | IS : 9379—1979 Method for determination of moisture in tobacco and tobacco products. | — | — |
| 61. | IS : 9390—1980 Specification for straight coupling body for oil-hydraulic couplings. | — | — |
| 62. | IS : 9391—1980 Specification for straight coupling assemblies for oil-hydraulic systems. | — | — |
| 63. | IS : 9395—1979 Specification for bed, intensive care. | — | — |
| 64. | IS : 9397—1980 Dimensions for binding mounting area for alpine skis. | — | — |
| 65. | IS : 9408—1980 Specification for retractor, self-retaining. | — | — |
| 66. | IS : 9410 (Part I)—1980 Specification for silver clip set : Part I Forceps, clip cutting and forming. | — | — |
| 67. | IS : 9416—1980 Specification for bladder sound. | — | — |
| 68. | IS : 9421—1980 Colours of indicator lights for shipboard use. | — | — |
| 69. | IS : 9422—1980 Symbols for ships' bulbous bow and side thruster. | — | — |
| 70. | IS : 9423—1980 Identification colours for schemes for ships' ventilation systems. | — | — |

Copies of these Indian Standards are available for sale with the Indian Standards Institution, Manak Bhavan, 9, Bahadurshah Zafar Marg, New Delhi-110002 and also from its branch offices at Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Bombay, Calcutta, Chandigarh, Hyderabad, Jaipur, Kanpur, Madras, Patna and Trivandrum.

का० भा० 359.—समय-समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिन्ह) विनियमन 1955 के विनियम 4 के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि उक्त विनियम (3) के उपविनियम (1) के अनुसार प्राप्त अधिकारों के अधीन यहां अनुसूची में दिए गए भारतीय मानकों के संशोधन जारी किए गए हैं :—

अनुसूची

| क्रम संशोधित मानक की पद और शीर्षक | भारतीय मानक संस्था जिस राजपत्र अधिसूचना में भारतीय मानक के तैयार होने की सूचना छपी थी उसकी संख्या और तिथि | संशोधित मानक की संख्या और तिथि | संशोधन का संक्षिप्त विवरण | संशोधन लागू होने की तिथि |
|---|---|--------------------------------|--|--------------------------|
| (1) | (2) | (3) | (4) | (5) |
| 1. IS : 170-1976 एसीटोन की विशिष्टि (दूसरा पुनरीक्षण) | — | संख्या 1 फरवरी 1980 | पृष्ठ 4 में दी गई सारणी-1 में चिन्ह वाली पाद टिप्पणी के स्थान पर नई पाद टिप्पणी दी गई है। | 1980-02-29 |
| 2. IS : 186-1977 कपास और जूट वस्त्र उद्योग में उपयोग के लिए हमली की गुठली के चूर्ण की विशिष्टि (दूसरा पुनरीक्षण) | — | संख्या 1 मार्च 1980 | (1) खंड 2.1 और 2.2 की अनौपचारिक सारणियों का संशोधन कर दिया है। (2) पृष्ठ 4 और 5 पर * चिन्ह वाली पाद टिप्पणियों के स्थान पर नई पाद टिप्पणी दी गई है। | 1980-03-31 |
| 3. IS : 692-1973 बिजली की सप्लाई के लिए कागज रो-धित सीसा खोल वाले केबिल की विशिष्टि (दूसरा पुनरीक्षण) | एस ओ संख्या 988 दिनांक 1976-03-06 | *संख्या 5 फरवरी 1980 | (1) 1.4 और 10.2 का संशोधन कर दिया है। (2) पृष्ठ 8 पर तारांकित पाद टिप्पणी के स्थान पर नई पाद टिप्पणी दी गई है। (3) खंड 24.6.3 के स्थान पर नया खंड दिया गया है। (4) सारणी 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 और 26 का संशोधन कर दिया है। (5) खंड 1.4 के बाद नया खंड जोड़ दिया गया है। (6) खंड सी-1.2 के बाद परिशिष्ट "घ" जोड़ दिया गया है। | 1980-02-29 |
| 4. IS : 634-1976 सोडाएसिड टाइप मुबाह्य रासायनिक ध्वनि सामकों की विशिष्टि (तीसरा पुनरीक्षण) | एस ओ संख्या 1 दिनांक 1980-01-12 | **संख्या 5 दिसम्बर 1979 | (1) खंड 4.7.1 और 9.6 9.3 के स्थान पर नए खंड दिए गए हैं। | 1980-02-29 |

*भा मा संस्था प्रमाणन मुहर योजना के लिए यह संशोधन दिनांक 1980-07-01 से लागू होगा।

**भा मा संस्था प्रमाणन मुहर योजना के लिए यह संशोधन दिनांक 1980-01-15 से लागू होगा।

| (1) | (2) | (3) | (4) | (5) | (6) |
|------------------------|-------------|-------------|-----|--|-------------|
| | | | | (2) पृष्ठ 5 पर खंड 4.8, 4.9 और 4.10 को हटा दें और 4.11 को 4.8 संख्या दे दें। | |
| | | | | (3) खंड 4.11, 9.1, 9.3.1.1 और 12.1 (एच) का संशोधन किया गया है। | |
| | | | | (4) पृष्ठ 5, “†” ; “‡” और “§” चिन्ह वाली पाद टिप्पणियों के स्थान पर निम्नलिखित पाद टिप्पणियां दी गई हैं। | |
| | | | | (5) “†” सीवरों, जल और गैस में के लिए स्वड़ सीलिंग रिंग की विशिष्टि | |
| | | | | (5) पृष्ठ 8 पर दी गई आकृति-1 का संशोधन कर दिया है। | |
| | | | | (6) पृष्ठ 10 के और “†” चिन्ह § वाली पाद टिप्पणियों के स्थान पर नई पाद टिप्पणिया दी गई हैं। | |
| | | | | (7) पृष्ठ 11, * चिह्न वाली पाद टिप्पणी— वर्तमान पाद टिप्पणी के स्थान पर निम्नलिखित रखें :— * तैयार मिश्रित रंग रोगन के लिए रंग (तीसरा पुनरीक्षण) | |
| | | | | (8) खंड 4.1 की टिप्पणी के स्थान पर नई पाद टिप्पणी दी गई है। | |
| | | | | (9) खंड 7.12 के अन्त में नई पाद टिप्पणी दी गई है। | |
| | | | | (10) पृष्ठ 9 पर * तारांकित पाद टिप्पणी के बाद † चिह्न वाली नई पाद टिप्पणी जोड़ दी गई है। | |
| 5. IS : 1150-1976 | एस ओ 612 | सं० 1 | | पृष्ठ 11 पर सारणी 1 के बाद | 19 80-01-31 |
| इमारती सफ़ाई की विनांक | | जन० 19 80 | | वनस्पति नामों की नई सूची दी गई है। | |
| प्रजाति के लिए न्या- | 19 80-03-15 | | | | |
| पारिक नाम और | | | | | |
| संक्षिप्त संकेत | | | | | |
| (दूसरा पुनरीक्षण) | | | | | |
| 6. IS : 1184-19 77 | एस ओ “ ” | *सं० 1 | | (1) खंड 2.1 और 2.2 की अनौपचारिक सारणियों का संशोधन किया गया है। | 19 80-03-31 |
| सफ़ा मंड की वि- | | मार्च 19 80 | | | |
| शिष्टि, भूतों वस्त्र | | | | | |
| उद्योग | | | | | |
| (दूसरा पुनरीक्षण) | | | | (2) पृष्ठ 4 पर * तारांकित वाली पाद टिप्पणी के स्थान पर नई पाद टिप्पणी दी गई है। | |

*आ आ संस्था प्रमाणन मुहर योजना के लिए यह संशोधन दिनांक 19 80-01-15 से लागू होगा।

| (1) | (2) | (3) | (4) | (5) | (6) |
|--|-----------------------------------|----------------------------|---|-----|------------|
| 7. IS : 1832-1978 मैलाधियान तकनीकी, की विशिष्टि (पहला पुनरीक्षण) | एस ओ " " | सं० 1 जनवरी 1980 | खंड ए-1 से ए-1.6.2, ए-2.3.4 और बी-3 से बी-3.2 के स्थान पर नए खंड दिए गए हैं। | | 1980-01-31 |
| 8. IS : 1938-1974 पटसन करघों में प्रयुक्त सूती कैंब्र की विशिष्टि (पहला पुनरीक्षण) | " " | *सं० 1 फरवरी 1980 | यह संशोधन साइजिंग और वार्निशिंग द्वारा हुई कैंब्र की गहराई में अन्तर से संब- धित किए गए अन्वेषणों के परिणाम- स्वरूप जारी किया जा रहा है। | | 1980-02-29 |
| 9. IS : 2033-1977 टेपिओका आटे की विशिष्टि, सूती वस्त्र उद्योग (पहला पुनरीक्षण) | — | संख्या 1 मार्च 1980 | (1) खंड 2.1 और 2.2 की अनौपचारिक सारणियों का संशोधन किया गया है। (2) पृष्ठ 4 और 5 पर दी गई तारांकित पाद टिप्पणियों के स्थान पर नई पाद टिप्पणियां दी गई हैं। | | 1980-03-31 |
| 10. IS : 2171-1976 सुबाह्य अग्नि शामक की विशिष्टि, शुष्क चूर्ण (दूसरा पुनरीक्षण) | एस ओ 98 दिनांक 1980-01-12 | **संख्या 2 अक्तूबर 1979 | (1) खंड 4.5.1 और 4.8 के स्थान पर नए खंड दिए गए हैं। (2) खंड 4.7, 10.1, बी-1 3.3 और बी-1.4.5 का संशोधन किया गया है। (3) पृष्ठ 6 पर "*" चिह्न वाली पाद- टिप्पणी को हटा दिया गया है। (4) पृष्ठ 12, खंड 12.4, खंड 12.5 को हटा दें और उसे 12.4 संख्या दे दें। (5) खंड 4.1 के बाद नई सामग्री जोड़ दी गई है। (6) पृष्ठ 5 पर § § चिह्न वाली नई टिप्पणी को जोड़ दिया गया है। (7) खंड 9.1 के बाद नई टिप्पणी का जोड़ दिया गया है। | | 1980-01-31 |
| 11. IS : 2215-1968 प्रदीप्त बसियों के स्टैंडरों की विशिष्टि (दूसरा पुनरीक्षण) | एस ओ 4599 दिनांक 1968-12-28 | *सं० 1 फरवरी 80 | पृष्ठ 12 की सारणी 1 का संशोधन किया गया है। | | 1980-02-26 |

*भा मा संस्था प्रमाणन मुहर योजना के लिए यह संशोधन दिनांक 1980-05-31 से लागू होगा।

**भा मा संस्था प्रमाणन मुहर योजना के लिए ये संशोधन दिनांक 1980-01-15 से लागू होगा।

***भा मा संस्था प्रमाणन मुहर योजना के अन्तर्गत ये संशोधन दिनांक 1980-04-01 से लागू होगा।

| (1) | (2) | (3) | (4) | (5) | (6) |
|--|-----------------------------------|---------------------------|---|-------------|-----|
| 12. IS: 2418 (भाग-2) 19 68 सामान्य प्रकाश के लिए नलिका कार प्रदीप्त बत्तियों की विशिष्ट (पहला पुनरीक्षण) | एस ओ— | सं० 1 फरवरी 19 80 | (1) पृष्ठ 7, 9, 11 और 13 “विद्युत विशिष्टताओं” के अन्तर्गत पहली पंक्ति सभी स्थानों पर 6.1 के स्थान पर 6.2 कर लें। | 19 80-02-29 | |
| | | | (2) पृष्ठ 13, 16, 18, 20, 21, 22, 25, 29 और 33 पर दी गई अनौप- चारिक सारणियों का संशोधन किया गया है। | | |
| | | | (3) पृष्ठ 16, 18, 20, 22, 24, 28 और 32 पर दी गई वर्तमान सामग्री को सभी स्थानों पर बदल दिया है। | | |
| 13. IS: 2720 (भाग 18) —19 64 मृद की परीक्षण पद्धतियां भाग 18 क्षेत्र नमी तुल्यांक का निर्धारण | एस ओ 3865 दिनांक 19 64- | सं० 1 मार्च 19 80 | खंड 3.5 और 3. के स्थान पर नए खंड दिए गए हैं। | 19 80-03-31 | |
| 14. IS: 3312-19 74 इस्पात की खाने दार अलमा- रियों (घट बढ़ सकने वाली) की विशिष्ट (पहला पुनरीक्षण) | एस ओ 4697 दिनांक 1975 11-01 | सं० 4 फरवरी 1980 | (1) खंड 4.6.1, 8.1.1, 8.1.2, और 8.1.3 के स्थान पर नये खंड दिए गए हैं। (2) खंड 8.2 के बाद नये खंड 9.9.1, 9.2, 9.3, 9.4, 9.5 को जोड़ दिया गया है और बाद के खंडों को तदनुसार संख्या दे दी है। | 1980-02-29 | |
| 15. IS: 3499 (भाग 2) 1976 कार्यालयों के लिए धातु की कुर्सियों की विशिष्ट: भाग 2 घूमने वाली और झुकने वाली (पहला पुनरीक्षण) | एस ओ 3820 दिनांक 1979-11-24 | सं० 1 दिसम्बर 1979 | (1) खंड 6.1.1, 6.1.2 और 6.1.3 के स्थान पर नए खंड दिए गए हैं। (2) खंड 6.3 के बाद नये खंड 7.7.1, 7.2, 7.3, 7.4 और 7.5 जोड़ दिए गए हैं और बाद के खंडों को तदनुसार संख्या दे दी गई है। | 1979-12-31 | |
| 16. IS: 3686-1966 विद्यार्थियों के सूक्ष्मदर्शी यन्त्रों की विशिष्ट | एस ओ 241 दिनांक 1967-01-21 | *सं० 1 दिसम्बर 1979 | (1) खंड 4.6 और 8.9 के स्थान पर नये खंड दिए गए हैं। (2) खंड 8.2 का संशोधन किया गया है। | 1979-12-31 | |
| 17. IS: 3761-1966 धातु के साईड रैकों की विशिष्ट (घट बढ़ सकने वाले) | एस ओ 1325 दिनांक 1967-04-15 | सं० 4 फरवरी 1980 | खंड 6.1 और 6.2 व 6.3 के स्थान पर नये खंड दिए गए हैं। (2) खंड 6.5.2 के बाद नये खंड 7.7.1, 7.2, 7.3, 7.4 और 7.5 जोड़ दिए गए गए हैं और बाद के खंडों को तदनुसार संख्या दे दी गई हैं। | 1980-02-29 | |

† भागा संस्था प्रमाणन मुहर योजना के अन्तर्गत ये संशोधन दिनांक 1980-04-01 से लागू होगा।

*भा मा संस्था प्रमाणन मुहर योजना के अन्तर्गत ये संशोधन दिनांक 1980-09-01 से लागू होगा।

| 1 | 2 | 3 | 4 | 6 |
|--|-----------------------------------|----------------------|--|------------|
| 18. IS: 3775-1966 सूती, खादी विरजित हृकबैक तौलियों की विशिष्टि | एस ओ 913 दिनांक 1967-03-18 | सं० 2 जनवरी 1980 | पृष्ठ 5 पर सारणी 1 नोट 4 (संशोधन सं० 1 भी देखिए) वर्तमान नोट के स्थान पर निम्नलिखित कर लें। "नोट-4 यह 325 ग्रा/मी, के वस्त्र भार के बराबर है। | 1980-01-31 |
| 19. IS: 3811-1976 रम की विशिष्टि (पहला पुनरीक्षण) | एसओ- | सं० 2 जून 1979 | (1) खंड 3.2 का संशोधन किया गया है। (2) खंड 4.3 के वर्तमान नोट के स्थान पर नया नोट दिया गया है। | 1979-06-30 |
| 20. IS: 3811-1976 रम की विशिष्टि (पहला पुनरीक्षण) | | सं० 3 फरवरी 1980 | (1) पृष्ठ 5 की सारणी 1 का संशोधन किया गया है। (2) खंड 6.1 के बाद परिशिष्ट ए को जोड़ दिया गया है। | 1980-02-29 |
| 21. IS: 3902-1975 डाइमिथाएट तकनीकी की विशिष्टि (पहला पुनरीक्षण) | एसओ० 2547 दिनांक 1977-08-13 | सं० 1 फरवरी 1980 | (1) खंड 3.1 के स्थान पर नया खंड दिया गया है। (2) खंड 3.2 (छः) और 5.2 का संशोधन किया गया है। (3) पृष्ठ 6 पर "*" वाली पादटिप्पणी के स्थान पर नयी पादटिप्पणी दी गई है। (4) परिशिष्ट "इ" के स्थान पर नया परिशिष्ट दिया गया है। | 1979-02-28 |
| 22. IS: 4151-1976 स्कूटर और मोटरचालकों के लिए बचाव हेल्मेटों की विशिष्टि (पहला पुनरीक्षण) | एसओ- | *सं० 1 फरवरी 1979 | प्राप्त अनुभव को ध्यान में रखकर सम्बद्ध तकनीकी समिति ने इस संशोधन को इस दृष्टि से जारी किया है कि हेल्मेटों की सुरक्षात्मक सम्बन्धी अपेक्षाओं और उसके संवातन व आराम में सुधार हो सके। हेल्मेट के उपयोग के कारण अनुमत ध्वनि संचरण क्षति से और उपयुक्त श्रव्यता परीक्षण से सम्बद्ध अपेक्षाएं सम्बद्ध तकनीकी समिति के अन्तर्गत विचारणीय है और सम्बद्ध सम्मतियों को अन्तिम रूप दिए जाने के बाद उन्हें जोड़ दिया जाएगा। | 1979-02-28 |
| 23. IS: 4410(भाग 12) -1973 नदी घाटी परियोजना से सम्बद्ध शब्दावली भाग 12 परिवर्तित पथ कार्य | एसओ 2081 दिनांक 1975-07-05 | सं० 1 फरवरी 1980 | खंड 2.8 के स्थान पर एक नया खंड दिया गया है। | 1980-02-29 |
| 24. IS: 5831-1970 विद्युत केबलों के पीबीसी रोधन और खोल की विशिष्टि | एस ओ 1555 दिनांक 1979-06-24 | सं० 4 फरवरी 1980 | पृष्ठ 4, खंड 4.1 के अन्तर्गत अनौपचारिक सारणी तापमान "60" के सामने सभी प्रविष्टिया हटा दें। | 1980-02-29 |

भा मा संस्था प्रमाणन मूह्य योजना के अन्तर्गत में संशोधन दिनांक 1979-09-18 से लागू होगा।

| 1 | 2 | 3 | 4 | 5 | 6 |
|----|---|----------------------------------|---------------------|--|------------|
| 25 | IS: 5891-1970 हस्तचालित कंक्रीट मिश्रित मिक्सरों की विशिष्टि | एसओ दिनांक 1973-09-29 | सं० 1 फरवरी 1980 | (1) खंड 5.2 और खंड 5.4 का संशोधन किया गया है। (2) पृष्ठ 5, खंड 5.3 (क), (ख), (ग) और (घ) सभी स्थानों पर IS: 1079-1968 के स्थान पर IS: 1079-1973 रखें। (3) पृष्ठ 5 पर "+" के स्थान पर "4" और § चिह्न वाली पादटिप्पणियों के स्थान पर नई पादटिप्पणियां दी गई हैं। (4) पृष्ठ 5 पर "*" चिह्न वाली पादटिप्पणी के स्थान पर नई पादटिप्पणी दी गई हैं। | 1980-02-29 |
| 26 | IS: 7454-1974 पहिएदार षड़ी हो सकने वाली हाथ रखने के डंडे अलग होने वाली, पर रखने के झूलने वाले डंडे की नुसियों की विशिष्टि | एसओ 2858 दिनांक 1976-08-07 | सं० 1 फरवरी 1980 | (1) खंड 7.1.1, 7.1.2 और 7.1.3 के स्थान पर नए खंड दिए गए हैं। (2) पृष्ठ 6 की सारणी 1 के स्थान पर नई सारणी दी गई है। (3) खंड 4.1, 4.3.1, 5.1, 5.2, 5.4 5.8 और 5.9 का संशोधन किया गया है। (4) पृष्ठ 9, खंड 5.6 के अन्तिम वाक्य को हटा दें। (5) खंड 4.6 के बाद 4.6.1 नया खंड जोड़ दिया गया है। | 1980-02-29 |
| 27 | IS: 8126-1976 कार्यालय के लिए मिश्रित सामग्री की मेजों की विशिष्टि | एसओ 3820 दिनांक 1979-11-24 | सं० 1 फरवरी 1980 | (1) खंड 7.1.1, 7.1.2, और 7.1.3 के स्थान पर नए खंड दिए गए हैं। (2) खंड 7.2 के बाद नये खंड 8, 8.1, 8.2, 8.3 8.4 और 8.5 को जोड़ दिया गया है और बाद के खंडों को तदनुसार संख्या दे दी है। | 1980-02-26 |
| 28 | IS: 8431-1777 ट्रेसिंग कागज की विशिष्टि | एसओ 612 दिनांक 1980 | सं० 1 फरवरी 1980 | खंड 4.1, 4.3 और सारणी 1 का संशोधन किया गया है। | 1980-03-31 |
| 29 | IS: 9000(भाग-14) 1978 इलेक्ट्रॉनिक्स और विद्युत वस्तुओं के लिए पर्यावरण परीक्षण की मूल पद्धतियां, भाग 14 तापनाम में परिवर्तन, अनुभाग 3 दो कूंड विधि द्वारा तापमान में तीव्र परिवर्तन | एसओ मार्च 1980 | सं० 1 मार्च 1980 | (1) खंड 5.2 के स्थान पर नया खंड दिया गया है। (2) खंड 6.2.1 का संशोधन किया गया है। | 1980-03-31 |

इन संशोधनों की प्रतियों भारतीय मानक संस्था मानक भवन, 9 बहादुरशाह जकर मार्ग, नई दिल्ली 110002 से तथा इसके शाखा कार्यालय अहमदाबाद, बंगलौर, कोयंबटूर, भुवनेश्वर, बम्बई, कलकत्ता, चण्डीगढ़, हैदराबाद, जयपुर, कानपुर, मद्रास पटना तथा त्रिवेंद्रम से भी प्राप्त की जा सकती है।

[सं० सी एम डी/13:3]
ए० पी० बनर्जी, अपर महाविभाग

S O. 359—In pursuance of regulation 4 of the Indian Standards Institute (Certification Marks) Regulations, 1955, the Indian Standards Institution, hereby, notifies that amendment(s) to the Indian Standard(s) given in the schedule hereto annexed have been issued under the powers conferred by the sub-regulation (1) of Regulation 3 of the said Regulations.

SCHEDULE

| Sl. No. | No. and title of the Indian Standard amended | No. and Date of Gazette Notification in which the establishment of the Indian Standard was notified | No. and Date of the Amendment | Brief particulars of the Amendment | Date from which the amendment shall have effect |
|---------|--|---|-------------------------------|--|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1. | IS : 170-1976 Specification for acetone (second revision) | — | No. 1 Feb 1980 | Foot note with '†' mark under Table 1 at page 4 has been substituted by a new one | 1980-02-29 |
| 2. | IS : 189-1977 Specification for tamarind kernel powder for use in cotton and jute textile Industries (second revision) | — | No. 1 Mar. 1980 | (i) Informal tables of clauses 2.1 and 2.2 have been amended (ii) Foot notes with '*' marks at pages 4 and 5 have been substituted by new ones | 1980-03-31 |
| 3. | IS : 692-1973 Specification for paper insulated lead-sheathed cables for electricity supply (second revision) | S.O. 988 dated 1976-03-06 | *No. 5 Feb 1980 | (i) Clauses 1.4 and 10.2 have been amended (ii) Foot note with '**' mark at page 8 has been substituted by a new one (iii) Clause 24.6.3 has been substituted by a new one (iv) Tables 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 26 has been amended (v) A new clause 1.5 have been added after clause 1.4 (vi) Appendix D has been added after clause C-1.2 | 1980-02-29 |
| 4. | IS : 934-1976 Specification for portable chemical fire extinguisher, soda acid type (Third revision) | S.O. 98 dated 1980-01-12 | **No. 2 Dec 1979 | (i) Clauses 4.7.1, 7.9 and 9.3 have been substituted by a new one (ii) Page 5, clause 4.8, 4.9 and 4.10—Delete and renumber clause 4.11 as 4.8 (iii) Clauses 4.11, 9.1, 9.3.1.1 and 12.1(h) have been amended (iv) Page 5, foot notes with '†', '‡', '§' and 11 marks—Substitute the following for the existing foot-notes: '†' Specification for rubber sealing rings for gas mains, water mains and sewers. (v) Fig. 1 at page 8 has been amended (vi) Foot-notes with '†' and '§' marks at page 10 have been substituted by new ones (vii) Page 11, foot note with with '**' mark Substitute the following for the existing foot note : *Colours for ready mixed paints (third revision) (viii) Note of clause 4.1 has been substituted by a new one (ix) A new foot-note has been added at the end of clause 7.12 (x) A new foot-note with '†' has been added after foot-note with '**' mark at page 9 | 1979-12-31 |

*For purposes of ISI Certification Marks Scheme; this amendment shall come into force with effect from 1980-07-01.

**For purposes of ISI Certification Marks Scheme: this amendment shall come into force with effect from 1980-01-15.

| 1 | 2 | 3 | 4 | 5 | 6 |
|---------------------------------|---|----------------------------|----------------------|---|------------|
| 5. IS : 1150-1976 | Trade names and abbreviated symbols for timber species (second revision) | S.O. 612 dated 1980-03-15 | No. 1 Jan. 1980 | New matter Index of Botanical names has been added after Table 1 at page 11. | 1980-01-31 |
| 6. IS : 1184-1977 | Specification for maize starch, cotton textile industry (second revision) | — | *No. 1 Mar 1980 | (i) Informal tables of clauses 2.1 and 2.2 have been amended (ii) Foot-note with '†' mark at page 4 has been substituted by a new one. | 1980-03-31 |
| 7. IS : 1832-1978 | Specification for malathion, technical (first revision) | — | No. 1 Jan. 1980 | Clauses A-1 to A-1.6.2, A-2.3.4 and B-3 to B-3.2 have been substituted by new ones. | 1980-01-31 |
| 8. IS : 1938-1974 | Specification for cotton cambs for use in jute looms (first revision) | — | **No. 1 Feb. 1980 | This amendment is being issued as a result of an investigation carried out regarding the variation in the depth of the camb due to sizing and varnishing. | 1980-02-29 |
| 9. IS : 2033-1977 | Specification for tapioca flour, cotton textile industry (first revision) | — | No. 1 Mar. 1980 | (i) Informal tables of clauses 2.1 and 2.2 have been amended (ii) Foot-notes with '*' mark at pages 4 and 5 have been substituted by new ones. | 180.03-31 |
| 10. IS : 2171-1976 | Specification for portable fire extinguishers, dry powder type (second revision) | S.O. 98 dated 1980-01-12 | †No. 2 Oct. 1979 | (i) Clauses 4.5.1 and 4.8 have been substituted by new ones (ii) Clauses 4.7, 10.1, B-1.3.3 and B-1.4.5 have been amended (iii) Page 6, foot-note with '†' mark-Delete (iv) Page 12, clause 12.4-Delete and re-number clause 12.5 at 12.4 (v) New matter has been added after clause 4.1 (vi) A new, foot-note has been added with '§§' mark at page 5 (vii) A note has been added after clause 9.1 | 1979-10-31 |
| 11. IS : 2215-1968 | Specification for starters for fluorescent lamps (second revision) | S.O. 4599 dated 1968-12-28 | †No. 1 Feb. 1980 | Table 1 at page 12 has been amended | 1980-02-29 |
| 12. IS : 2418 (Pt II)-1977 | Specification for tubular fluorescent lamps for general lighting service : Part II Standard lamp data sheets (first revision) | — | @No. 1 Feb. 1980 | (i) Pages 7, 9, 11 and 13, under 'Electrical Characteristics', line 1-Substitute '6.2' for '6.1' at all the places Informal tables at pages 13, 16, 18, (20, 21, 22, 25, 29, and 33 have been amended (iii) Existing matter at pages 16, 18, 20, 22, 24, 28 and 32 have been substituted at all the places. | 1980-02-29 |
| 13. IS : 2720 (Part XVIII)—1964 | Methods of test for soils : Part XVIII Determination of field moisture equivalent. | S.O. 3865 dated 1964-11-14 | No. 1 Mar. 1980 | Clauses 3.5 and 3.8 have been substituted by new ones. | 1980-03-31 |
| 14. IS : 3312-1974 | Specification for steel shelving cabinets (adjustable type) (first revision) | S.O. 4697 dated 1975-11-01 | No. 4 Feb. 1980 | (i) Clauses 4.6.1, 8.1.1, 8.1.2 and 8.1.3 have been substituted by new ones. (ii) New clauses 9, 9.1, 9.2, 9.3, 9.4 and 9.5 have been added after clause 8.2 and the subsequent clauses have been re-numbered accordingly. | 1980-02-29 |

*For purposes of ISI Certification Marks Scheme; this amendment shall come into force with effect from 1980-05-30

**For purposes of ISI Certification Marks Scheme; this amendment shall come into force with effect from 1980-05-31

†For purposes of ISI Certification Marks Scheme; this amendment shall come into force w.e.f. 1980-01-15

‡For purposes of ISI Certification Marks Scheme; this amendment shall come into force with effect from 1980-04-01.

@For purposes of ISI Certification Marks Scheme; this amendment shall come into force with effect from 1980-05-01

| (1) | (2) | (3) | (4) | (5) | (6) |
|--|----------------------------|---------------------|--|------------|-----|
| 15. IS : 3499 (Part II)—1976 Specification for metal chairs for office purposes : Part II Revolving and tilting (first revision) | S.O. 3820 dated 1979-11-24 | No. 1 Dec 1979 | (i) Clauses 6.1.1, 6.1.2 and 6.1.3 have been substituted by new ones (ii) New clauses 7, 7.1, 7.2, 7.3, 7.4 and 7.5 have been added after clause 6.3 and the subsequent clauses have been renumbered accordingly. | 1979-12-31 | |
| 16. IS : 3686-1966 Specification for student-type microscope | S.O. 241 dated 1967-01-21 | *No. 1 Dec 1979 | (i) Clauses 4.6 and 8.9 have been substituted by new ones (ii) Clause 8.2 has been amended. | 1979-12-31 | |
| 17. IS : 3761-1966 Specification for metal side racks (adjustable type) | S.O. 1325 dated 1967-04-15 | No. 4 Feb 1980 | (i) Clauses 6.1, 6.2 and 6.3 have been substituted by new ones. (ii) New clauses 7, 7.1, 7.2, 7.3, 7.4 and 7.5 have been added after clause 6.5.2 and the subsequent clauses have been renumbered accordingly. | 1980-02-29 | |
| 18. IS : 3775-1966 Specification for huckaback towels, cotton khadi, bleached. | S.O. 913 dated 1967-03-18 | No. 2 Jan 1980 | Page 5, Table 1, Note 4 (see also Amendment No.1) Substitute the following for the existing note : *Note 4—This is equal to a fabric weight of 325 g/m. ² | 1980-01-31 | |
| 19. IS : 3811-1976 Specification for rum (first revision) | — | No. 2 June 1979 | (i) Clause 3.2 has been amended. (ii) Existing note of clause 4.3 has been substituted by a new one. | 1979-06-30 | |
| 20. IS : 3811-1976 Specification for rum (first revision) | — | No. 3 Feb 1980 | (i) Table 1 at page 5 has been amended. (ii) Appendix A has been added after clause 6.1 | 1980-02-29 | |
| 21. IS : 3902-1975 Specification for dimethoate, technical (first revision) | S.O. 2547 dated 1977-08-13 | No. 1 Feb 1980 | (i) Clause 3.1 has been substituted by a new one. (ii) Clauses 3.2(g) and 5.2 have been amended. (iii) Foot-note with "*" mark at page 6 has been substituted by a new one. (iv) Appendix A has been substituted by a new one. | 1980-02-29 | |
| 22. IS : 4151-1976 Specification for protective helmets for scooters and motorcycle riders. (first revision) | | **No. 1 Feb 1979 | Keeping in view the experience gained, the relevant technical committee has decided to issue this amendment with a view to affecting improvements towards achieving more comfort, from ventilation point of view, and safety requirements. Requirements relating to the permissible sound transmission loss due to the use of the helmet and a suitable audibility test are under consideration of the relevant technical committee and the relevant provisions will be added as and when finalized. | 1979-02-28 | |
| 23. IS : 4410 (Part XII)—1973 Glossary of terms relating to river valley projects : Part XII Diversion works. | S.O. 2081 dated 1975-07-05 | No. 1 Feb 1980 | Clause 2.8 has been substituted by a new one. | 1980-02-29 | |
| 24. IS : 5831-1970 Specification for PVC insulation and sheath of electric cables. | S.O. 1555 dated 1972-06-24 | No. 4 Feb 1980 | Page 4, informal table under clause 4.1, second row, against temperature '60'—Delete all the entries. | 1980-02-29 | |
| 25. IS : 5891-1970 Specification for hand operated concrete mixers. | S.O. 2802 dated 1973-09-29 | No. 1 Feb 1980 | (i) Clause 5.2 and 5.4 have been amended. (ii) Page 5, clause 5.3(a), (b), (c) and (d)—substitute. IS : 1079-1973 § for IS : 1079-1968 § at all the places. (iii) Foot notes with '†', '‡' and '§' marks at page 5 have been substituted by new ones. (iv) Foot-note with "*" mark at page 6 has been substituted by a new one. | 1980-02-29 | |

*For purposes of ISI Certification Marks Scheme; this amendment shall come into force with effect from 1970-09-11.

**For purposes of ISI Certification Marks Scheme; this amendment shall come into force with effect from 1979-09-05.

| (1) | (2) | (3) | (4) | (5) | (6) |
|-------------------------------|--|----------------------------|-------------------|--|------------|
| 26. IS : 7454-1974 | Specification for wheel chairs, folding, with removable armrests and swinging footrests. | S.O. 2858 dated 1976-08-07 | No. 1 Feb 1980 | (i) Clause 3.1 and 4.10 have been substituted by new ones. (ii) Table 1 at page 6 has been substituted by a new one. (iii) Clauses 4.1, 4.3.1, 5.1, 5.2 5.4, 5.8 and 5.9 have been amended. (iv) Page 9, clause 5.6, last sentence—Delete (v) A new clause 4.6.1 has been added after clause 4.6 | 1980-02-29 |
| 27. IS : 8126-1976 | Specification for composite office tables. | S.O. 3820 dated 1979-11-24 | No. 1 Feb 1980 | (i) Clauses 7.1.1, 7.1.2 and 7.1.3 have been substituted by new ones. (ii) New clauses 8, 8.1, 8.2, 8.3, 8.4 and 8.5 have been added after clause 7.2. and the subsequent clauses have been renumbered accordingly. | 1980-02-29 |
| 28. IS : 8431-1977 | Specification for tracing paper. | S.O. 612 dated 1980-03-15 | No. 1 Mar 1980 | Clauses 4.1, 4.3 and Table 1 have been amended. | 1980-30-31 |
| 29. IS : 9000 (Part XIV) 1978 | Basic environmental testing procedures for electronics and electrical items : Part XIV Change of temperature : Section Rapid change of temperature by two-bath method. | | No. 1 Mar 1980 | (i) Clause 5.2 has been substituted by a new one. (ii) Clause 6.1.2 has been amended. | 1980-03-31 |

Copies of these amendments are available with the Indian Standards Institution, Manak Bhavan, 9 Bahadurshah Zafar Marg New Delhi-110002 and also from its branch offices at Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Bombay, Calcutta, Chandigarh, Hyderabad, Jaipur, Kanpur, Madras, Patna and Trivandrum.

[No. CMO/13 : 5]

A. P. BANERJI, Additional Director General

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 16 दिसम्बर, 1982

का० प्रा० 360.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय आयुर्विज्ञान परिषद से परामर्श लेने के पश्चात् उक्त अधिनियम की तीसरी अनुसूची के भाग-II में एतद्द्वारा निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिनियम की तीसरी अनुसूची के भाग II के अन्त में निम्नलिखित प्रविष्टियाँ जोड़ी जाएँ अर्थात् :—

“एम०बी०बी०एस० (यूनिवर्सिटी आफ लंदन, यू०के०)—यह अर्हता एक मान्य चिकित्सा अर्हता होगी यदि इसे 12 नवम्बर, 1978 को या उसके बाद प्रदत्त किया गया हो।”

एम०बी०, सी०एच०बी० (यूनिवर्सिटी आफ शेफील्ड, यू०के०) यह अर्हता एक मान्य चिकित्सा अर्हता होगी यदि इसे 12 नवम्बर 1978 को या इसके बाद प्रदत्त किया गया हो।

[सं० वी० 11015/8/81-एस०ई० (पी०)]

रविन्दर नाथ तिवारी, उप सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 16th December, 1982

S.O. 360.—In exercise of the powers conferred by sub-section (4) of Section 13 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments, in part II of the Third Schedule to the said Act, namely :—

In Part II of the Third Schedule to the said Act, the following entries shall be added at the end, namely :—

“M.B.S. (University of London, U. K.)—

This qualification shall be a recognised medical qualification when granted on or after the 12th November, 1978.

M.B., Ch. B. (University of Sheffield, U. K.)—This qualification shall be a recognised medical qualification when granted on or after the 12th November 1978.”

[No. V. 11015/8/81-ME (Policy)]

R. N. TEWARI, Dy. Secy.

कर्जा मंत्रालय

पेट्रोलियम, विभाग

नई दिल्ली, 23 दिसम्बर, 1982

का० प्रा० 361.—यतः पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का धर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1)

के अधीन भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० दिनांक द्वारा केन्द्रीय सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है,

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का निश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय इंडियन ऑयल कारपोरेशन लिमिटेड में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

| तहसील नवाशहर | जिला जालन्धर | राज्य पंजाब | | | |
|--------------|--------------|------------------|---------|----|--|
| नाम ग्राम | खसरा नं० | क्षेत्रफल है० ए० | बंगमीटर | | |
| खोजा | | | | | |
| ह० नं० | | | | | |
| 284 | | | | | |
| | 43/19 मिन | 00 | 04 | 55 | |
| | 22 " | 00 | 07 | 34 | |
| | 23 " | 00 | 07 | 34 | |

[क्रमांक आ-12020/12/82-प्र०]

MINISTRY OF ENERGY

(Department of Petroleum)

New Delhi, the 23rd December, 1982

S.O. 361.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum products from Mathura in Uttar Pradesh to Jullundur in Punjab pipelines should be laid by the Indian Oil Corporation Limited.

And whereas, it appears that for the purpose of laying such pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto :

Now therefore, in exercise of the powers conferred by sub-Section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declare its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, Indian Oil Corporation Limited, Mathura-Jullundur Pipeline Terminal Station for I.O.C. Suchipind, Jullundur.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

| Tehsil Nawanshahr | District Jullundur | State Punjab | | | |
|-------------------|--------------------|--------------|----|----|--------|
| Name of village | Khasra No. | Area | H. | A. | Sq. M. |
| 1 | 2 | 3 | 4 | 5 | |
| Khoja H.No. 284 | 43/19 Min. | 00 | 04 | 55 | |
| | 22 Min. | 00 | 07 | 34 | |
| | 23 Min. | 00 | 07 | 34 | |

[No. O-12020/12/82-PROD.]

का०आ० 362:—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का०आ० सं० 1447 तारीख 21-3-82 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का निश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियां में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

दक्षिण संथाल जी०जी०एस० से एन० के० जी०जी०एस० I
राज्य : गुजरात जिला व तालुका : मेहसाना

| गांव | ब्लॉक नं० | हेक्टेयर | एअरई | सेन्टीयर |
|---------|-----------|----------|------|----------|
| कसलपुरा | 851 | 0 | 00 | 90 |
| | 852 | 0 | 01 | 70 |
| | 893 | 0 | 04 | 10 |
| | 859 | 0 | 00 | 75 |
| | 860 | 0 | 02 | 50 |
| | 892 | 0 | 00 | 36 |
| | 874 | 0 | 03 | 80 |
| | 886 | 0 | 05 | 20 |
| | 884 | 0 | 01 | 45 |
| | 883 | 0 | 01 | 45 |

[सं० 12016/4/82-प्रोड]

S.O. 362.—Whereas by notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer, (Department of Petroleum) S. O. 1447 dated 27-3-82 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from, South Santhal GGS to NK GGS I

State : Gujarat

District & Taluka : Mehsana

| Village | Block No. | Hec-tare | Are | Centiare |
|-----------|-----------|----------|-----|----------|
| Kasalmura | 851 | 0 | 00 | 90 |
| | 852 | 0 | 01 | 70 |
| | 893 | 0 | 04 | 10 |
| | 859 | 0 | 00 | 75 |
| | 860 | 0 | 02 | 50 |
| | 892 | 0 | 00 | 36 |
| | 874 | 0 | 03 | 80 |
| | 886 | 0 | 05 | 20 |
| | 884 | 0 | 01 | 45 |
| | 883 | 0 | 01 | 45 |

[No. 12016/4/82-PROD]

का०आ० 363:—यतः पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का०आ०सं० 2640, दिनांक 24-7-82 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सधम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित करने का निश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय इंडियन आयल कार्पोरेशन लि० में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

तहसील : करवाल जिला : करवाल राज्य : हरियाणा

| नाम ग्राम | खसरा नं० | क्षेत्रफल | है० | ऐ० | बर्ग मी० |
|-----------|----------|-----------|-----|----|----------|
| 1 | 2 | 3 | 4 | 5 | |
| बरोटा | 621 मिन | 0 | 00 | 00 | |
| | 624 मिन | 0 | 10 | 62 | |
| | 661 मिन | 0 | 07 | 08 | |
| | 1238 मिन | 0 | 00 | 51 | |

[सं० O-12020/7/82-प्रोड]

S.O. 363.—Whereas by a notification of Government of India in the Ministry of Energy (Department of Petroleum) S. O. 2640 dated 24-7-1982 under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now therefore, in exercise of the power conferred by Sub-section (1) of the Section 6 of the said, Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines.

And further, in exercise of the power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

| Tehsil : Karnal | District : Karnal | State : Haryana | | |
|-----------------|-------------------|-----------------|----|--------|
| Name village | Khasra No. | Area | | |
| | | H. | A. | Sq. M. |
| 1 | 2 | 3 | 4 | 5 |
| Barota | 621 Min. | 0 | 00 | 00 |
| | 624 Min. | 0 | 10 | 62 |
| | 661 Min. | 0 | 07 | 08 |
| | 1238 Min. | 0 | 00 | 51 |

[No. O-12020/7/82-Prod.]

कां.आ. 364.—यतः पेट्रोलियम और खनिज पाइप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना कां.आ.सं. 3194 तारीख 28-8-82 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

कूप नं० डब्ल्यू० एम० एम० से एम०टी०बी० तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात जिला : भरुच तालुका : हांसोट

| गांव | ब्लाक नं० | हेक्टेयर एम्यारई | सेंटीयर |
|------|-----------|------------------|---------|
| कलम | 111 | 0 | 14 |
| | 110 | 0 | 01 |
| | | | 56 |

[सं० 12016/25/82-प्रड०]

एल० एम० गोयल, निदेशक

S.O. 364.—Whereas by notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer, (Department of Petroleum) S. O. 3194 dated 28-8-82 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from well WMM to Well MTB

| State : Gujarat | District : Bharuch | Taluka : Hansot | | |
|-----------------|--------------------|-----------------|-----|----------|
| Village | Block No. | Hec-tare | Are | Centiare |
| Kalam | 111 | 0 | 14 | 04 |
| | 110 | 0 | 01 | 56 |

[No. 12016/25/82-Prod]

L.M. GOYAL, Director

(विद्युत विभाग)

नई दिल्ली, 26 नवम्बर, 1982

का० आ० 365.—सरकारी स्थान (अप्राधिकृत अधि-भोगियों की बैदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा नीचे की तालिका के कालम (2) में उल्लिखित अधिकारी को, राष्ट्रीय ताप विद्युत निगम. एक निगमित निकाय का अधिकारी होने के कारण तथा भारत सरकार के राजपत्रित अधिकारी के स्तर के समकक्ष स्तर का अधिकारी होने के कारण, उपरोक्त अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी नियुक्त करती है। यह अधिकारी उक्त तालिका के कालम 3 में संबंधित प्रविष्टि में निर्दिष्ट सरकारी स्थानों के संबंध में अपने क्षेत्राधिकार की स्थानीय सीमाओं के अन्दर उपरोक्त अधिनियम के द्वारा अथवा उसके अन्तर्गत संपदा अधिकारी को प्रदत्त की गई शक्तियों का प्रयोग करेगा और उसे सौंपे गए कर्तव्यों का पालन करेगा।

तालिका

| क्र०सं० अधिकारी का पदनाम | सरकारी स्थानों की श्रेणियां तथा क्षेत्राधिकार की स्थानीय सीमाएं |
|---|--|
| 1. श्री आर० पी० ओझा वरिष्ठ कार्मिक अधिकारी | राष्ट्रीय ताप विद्युत निगम लि० के सिंगरीली ताप विद्युत परियोजना द्वारा शक्ति नगर जिला मिर्जापुर (उ० प्र०) में उनके स्वामित्व की, पट्टे पर ली गई या किराए पर ली गई सभी भूमियां, क्वाटर, संपदा, संपत्तियां, तथा अन्य आवास। |

[सं० 5 (5)/82-यू एस डी- 6]

के० एन० भटनगर, अवर सचिव

(Department of Power)

New Delhi, the 26th November, 1982

S.O. 365.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Govt. hereby appoints the Officer mentioned in column (2) of the Table below, being an officer of the National Thermal Power Corpn. Limited, a Corporate authority, and being an officer equivalent to the rank of a gazetted officer of the Government of India, to be the estate officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on an estate officer by or under the said Act within the local limits of his jurisdiction, in respect of the public premises specified in the corresponding entry in column (3) of the said Table.

TABLE

| S.No. Designation of Officer | Categories of Public Premises and local limits of jurisdiction. |
|--|---|
| 1. Shri R.P. Ojha Sr. Personnel Officer | All lands, quarters, estate, properties and other accommodation owned, leased, rented by the Singrauli Thermal Power Project of National Thermal Power Corporation Ltd. in Shakti Nagar, Distt. Mirzapur (U.P.) |

[No. 5(5)/82-US D-VII]

K. N. BHATNAGAR, Under Secy.

नागर विमानन मंत्रालय

नई दिल्ली, 28 दिसम्बर, 1982

का० आ० 366.—केन्द्रीय सरकार एतद्वारा उस समयावधि को, जिसके कि अंदर-अंदर भारत सरकार के भूतपूर्व पर्यटन और नागर विमानन मंत्रालय की अधिसूचना सं० ए०बी० 15013/5/82-ए०, दिनांक 28 जून, 1982 द्वारा नियुक्त की गई जांच अदालत को उपर्युक्त अधिसूचना में निर्दिष्ट मामले की जांच पूरी करने तथा केन्द्रीय सरकार को अपनी रिपोर्ट प्रस्तुत करने की आशा थी, और आगे बढ़ाकर 30 अप्रैल, 1983 करती है।

[फाइल सं० ए०बी० 15013/5/82-ए]

आर० एन० भार्गव, अवर सचिव

MINISTRY OF CIVIL AVIATION

New Delhi, the 28th December, 1982

S.O. 366.—The Central Government hereby further extends upto the 30th April, 1983, the period of time within which the Court of Inquiry appointed by the Government of India in the erstwhile Ministry of Tourism and Civil Aviation's Notification No. Av. 15013/5/82-A dated 28th June, 1982, will be expected to complete its inquiry into the matter specified in the Notification mentioned above, and report to the Central Government.

[F. No. Av 15013/5/82-A]

R. N. BHARGAVA, Under Secy.

संचार मंत्रालय

(डाक तार विभाग)

नई दिल्ली, 31 दिसम्बर, 1982

का० आ० 367.—स्थायी आदेश सं० 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने पैन टेलीफोन केन्द्र में दिनांक 1-1-83 से प्रमाणित दर प्रणाली लागू करने का निर्णय किया है।

[संख्या 5-9/82-पी एच बी]

MINISTRY OF COMMUNICATIONS

(P & T Board)

New Delhi, the 31st December, 1982

S.O. 367.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 16-1-1983 as the date on which the Measured Rate System will be introduced in PEN Telephone Exchange, Maharashtra Circle

[No. 59/82-PHB]

का० ग्रा० 368—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने गुलाब बाग टेलीफोन केन्द्र में दिनांक 16-1-83 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-11/82 पी० एच० बी०]

S.O. 368—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 16-1-1983 as the date on which the Measured Rate System will be introduced in Gulabbagh Telephone Exchange, Bihar Circle

[No. 5-14/82 PHB]

नई दिल्ली, 1 जनवरी, 1983

का० ग्रा० 369—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खण्ड II के पैरा (क) के अनुसार डाक-तार महानिदेशक ने एलावाम टेलीफोन केन्द्र में दिनांक 16-1-83 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-6/81-पी० एच० बी०]

New Delhi, the 1st January, 1983

S.O. 369—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 16-1-1983 as the date on which the measured Rate System will be introduced in Allavaram Telephone Exchange, Andhra Pradesh Circle

[No. 5-4/82 PNB]

नई दिल्ली, 3 जनवरी, 1983

का० ग्रा० 370—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने बाहूर/कोरडाचेरी टेलीफोन केन्द्र में दिनांक 16-1-83 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-4-82-पी० एच० बी०]

1178 GI/82—5

New Delhi, the 3rd January, 1983

S.O. 370.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 16-1-1983 as the date on which the measured Rate System will be introduced in Bithoor/Koradacherry Telephone Exchanges Tamil Nadu Circle

[No. 5-4/82 PHB]

का० ग्रा० 371—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने कुर्जाथुराय टेलीफोन केन्द्र में दिनांक 16-1-83 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-4/82-पी० एच० बी०]

आर० सी० कटारिया, गृहायक महानिदेशक

S.O. 371.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 16-1-1983 as the date on which the measured Rate System will be introduced in Kuzhithurai Telephone Exchange, Tamil Nadu Circle

[No. 5-4/82-PHB]

R C KATARIA, Asstt. Director General

श्रम और पुनर्वास मंत्रालय

(श्रम विभाग)

नई दिल्ली, 21 दिसम्बर, 1982

का० ग्रा० 372—केन्द्रीय सरकार की यह राय है कि रेलों में राख गद्दा (ऐश पिट) साफ करने में नियोजन के बारे में मजदूरी की न्यूनतम दरे न्यूनतम मजदूरी अधिनियम, 1948 (1948 का 11) के अधीन निर्धारित की जानी चाहिए।

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 27 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त नियोजन को उक्त अधिनियम की अनुसूची के भाग I में जोड़ने के अपने आशय की सूचना देती है।

इस अधिभूचना के राजपत्र में प्रकाशन की तारीख से तीन मास की अवधि का समाप्ति पर या उससे पूर्व उक्त परिवर्धन की बाबत किमा व्यक्ति से जा भी सुझाव या आक्षेप प्राप्त होंगे, केन्द्रीय सरकार उन पर विचार करेगी।

[संख्या एन-32017/5/78-डब्ल्यू० नी० (एम डब्ल्यू)]

एम०एल० मेहता, अवसर सचिव

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour)

New Delhi, the 21st December, 1982

S.O. 372.—Whereas the Central Government is of opinion that the minimum rates of wages should be fixed under the Minimum Wages Act, 1948 (11 of 1948) in respect of employment in ashpit cleaning on Railways.

Now, therefore, in exercise of the powers conferred by section 27 of the said Act, the Central Government hereby gives notice of its intention to add the said employment to Part I of the Schedule to the said Act;

Any suggestions or objections which may be received from any person in respect of the said addition on or before the expiry of a period of three months from the date of publication of this notification in the Official Gazette will be considered by the Central Government.

[File No. S. 32017/5/78-WC(MW)]

M. L. MEHTA, Under Secy.

नई दिल्ली, 22 दिसम्बर, 1982

का०आ० 373.—बीड़ी कर्मकार कल्याण निधि नियम, 1978 के नियम 16 और नियम 3 के उप नियम (2) के साथ पठित बीड़ी कर्मकार कल्याण निधि अधिनियम, 1976 (1976 का 62) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, राजस्थान राज्य के लिए एक सनाहकार समिति गठित करती है, जिसमें निम्नलिखित सदस्य होंगे और उक्त समिति का मुख्यालय निर्धारित करती है, अर्थात् :—

- | | |
|---|----------------------------|
| 1. श्रम मंत्री, | अध्यक्ष |
| राजस्थान सरकार। | |
| 2. कल्याण आयुक्त, | उपाध्यक्ष |
| श्रम कल्याण संगठन, | |
| भीलवाड़ा। | |
| 3. श्रम आयुक्त, | सदस्य (पदेन) |
| राजस्थान सरकार, जयपुर। | |
| 4. श्रीमती सूरज मल्होत्रा, | सदस्य |
| विधान सभा सदस्य, पुष्कर, | |
| जिला अजमेर। | |
| 5. श्री ईश्वर दास के० ब्रदर्स | } नियोजकों के प्रतिनिधि |
| खसत बीड़ी, टोंक | |
| 6. मैसर्स रामसिंह शंकर सिंह, | } कर्मचारियों के प्रतिनिधि |
| बीड़ी निर्माता, अजमेर। | |
| 7. श्री शमीजुल्ला खान, | |
| संयोजक, इंडियन नेशनल ट्रेड यूनियन कांग्रेस, टोंक | |
| 8. श्री सोहन लाल, | } |
| एडवोकेट, रामपुरा, कोटा। | |
| 2. कल्याण प्रशासक, श्रम कल्याण संगठन, भीलवाड़ा | |
| इसके सचिव होंगे। | |
| 3. केन्द्रीय सरकार उक्त समिति का मुख्यालय भीलवाड़ा निर्धारित करती है। | |

[संख्या यू-23018/1/82-एम० 5-डब्ल्यू० 2]

टी०डी० सल्होत्रा, अवसर सचिव

New Delhi, the 22nd December, 1982

S.O. 373.—In exercise of the powers conferred by section 5 of the Beedi Workers Welfare Fund Act 1976 (62 of 1976) read with sub-rule (2) of rule 3 and rule 16 of the Beedi Workers Welfare Fund Rules 1978, the Central Government hereby constitutes an Advisory Committee for the State of Rajasthan consisting of following members and fixes the headquarters of the said Committee, namely:—

- | | |
|-------------------------------------|---------------------------|
| 1. Labour Minister, | Chairman |
| Government of Rajasthan. | |
| 2. Welfare Commissioner, | Vice-Chairman |
| Labour Welfare Organisation, | |
| Bhilwara. | |
| 3. Labour Commissioner | Member (Ex-Officio) |
| Government of Rajasthan, | |
| Jaipur. | |
| 4. Smt. Suraj Malhotra, | Member |
| Member of the Legislative Assembly, | |
| Pushkar, | |
| District Aj | |
| 5. Shri Ishwar Das K. Brothers, | Employers representative. |
| Khattan Beedi, | |
| Tonk. | |
| 6. M/s. Ram Singh Shankar Singh | |
| Beedi Manufacturer, | |
| Ajmer. | |
| 7. Shri Shamijulla Khan, | Employees representative |
| Convenor, | |
| Indian National Trade Union | |
| Congress, | |
| Tonk. | |
| 8. Shri Sohan Lal | |
| Advocate, | |
| Rampura, | |
| Kota. | |

2. Welfare Administrator, Labour Welfare Organisation Bhilwara shall be the Secretary.

3. The Central Government hereby fixes Bhilwara as the headquarters of the said Committee.

[F.No. U-23018/1/82-M.V/W-II]

T.D. SALHOTRA, Under Secy.

New Delhi, the 24th December, 1982

S.O. 374.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Madras, in the industrial dispute between the employers in relation to the management of Tuticorin Port Trust, Tuticorin and their workmen, which was received by the Central Government on the 21st December, 1982.

BEFORE THIRU T. ARULRAJ, B.A., B.L., PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, TAMIL NADU

(Constituted by the Government of India)

Industrial Dispute No. 57 of 1982

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Tuticorin Port Trust, Tuticorin).

BETWEEN

The workmen represented by the General Secretary,
Tuticorin Port Trust Employees Union, 52, St.
Peter Covil Street, Tuticorin-628001.

AND

The Chairman, Tuticorin Port Trust, Tuticorin.

REFERENCE :

Order No. L-44012/1/82/D-IV(A), dated 17th September, 1982 of the Ministry of Labour, Government of India.

This dispute coming on this day for disposal in the presence of Thiruvalargal R. G. Rajan and D. V. Sivagnanam, Advocates for the Management upon perusing the reference and the connected papers on record and a petition having been received from the Union for withdrawing the dispute and recording the same, this Tribunal made the following :

AWARD

This dispute arises out of a reference by the Government of India in Order No. L-44012/1/82/D-IV(A), Ministry of Labour, dated 17th September, 1982 in respect of the following issue :

Whether the action of the management of Tuticorin Port Trust, Tuticorin in superseding Shri A. Thangasamy, Leading Fireman in promotion for the post of Sub-Officer is justified ? If not, to what relief is the concerned workman entitled ?

(2) Summons were issued to the parties for their appearance and filing claim statement by Union on 9-12-1982. Both parties were served with summons.

(3) The General Secretary of the Petitioner-Union has in writing reported in his Petition dated 6-12-1982 that the only affected employee in this dispute Thiru A. Thangasamy does not wish to pursue the dispute and that the dispute may be treated as withdrawn and he has also enclosed to the Petition the letter of the worker addressed to the Union to that effect.

(4) Today, when the case is taken up, the Management is represented by the counsel. The Petition for withdrawal of the dispute filed by the Union is recorded.

(5) In view of the withdrawal of the dispute, an Award is passed dismissing the reference as withdrawn.

(6) No costs.

Dated, the 9th day of December, 1982.

[No. L-44012(1)/82-D-IV(A)]

T. ARULRAJ, Presiding Officer

शुद्धिपत्र

कां.प्र. 375.—भारत सरकार के भूतपूर्व श्रम मंत्रालय के आदेश संख्या एल. 17015/1/81-डी-4(ए) दिनांक 27 फरवरी, 1982, जो भारत के राजपत्र, असाधारण, दिनांक 27 फरवरी, 1982 में कां.प्र. 103(अ) के अधीन प्रकाशित हुआ है, में निम्न तालिका के कालम II में

प्रकाशित शब्दों के लिये तालिका के कालम III में प्रकाशित शब्दों को प्रतिस्थापित किया जाये :—

तालिका

| कालम-I | कालम-II | कालम-III |
|---|-----------------------|-----------------------------|
| आदेश में | आदेश में प्रकाशित नाम | सही नाम |
| क्रम संख्या | | |
| 1 | 2 | 3 |
| 1. श्री एस० मोहना कृष्णा | | श्री एस० मोहन कृष्णा |
| 2. श्री जयरमा | | श्री एच०एल० जयरमा |
| 3. श्री के०आर० चन्द्रशेखर | | श्री के०एच० चन्द्रशेखर |
| 6. श्री बी०ए० गनेश्वरन | | श्री बी०ए० गनेश्वरन |
| 8. श्री एम०जी० मुरलीधर | | श्री एन०जी० मुरलीधर |
| 12. श्री नागराजा | | श्री वाई० नागराजा |
| 18. श्री वी० गुरुराजा | | श्री बी०आर० गुरुराजा |
| 21. श्री आर० मुनीराजू | | श्री आर० मुनीरजैयाह |
| 26. श्री बैकटगोवडा | | श्री बी०वी० बैकटगोवडा |
| 28. श्री एम०एस० बालासुब्रामण्यम | | श्री एच०एस० बालासुब्रामण्यम |
| 30. श्री सुबैयाह | | श्री एल०एल० सुबैयाह |
| 31. श्री श्रीकान्तेगोवडा | | श्री एस०एन० श्रीकान्तेगोवडा |
| 33. श्री मोहन | | श्री जी० मोहन राव |
| 35. श्री पी०एन० हनुमंथरैयप्पा | | श्री डी०एन० हनुमंथरैयप्पा |
| 48. श्री राम | | श्री रामा |
| 57. श्री आर० एन० प्रेमकुमार | | श्री आर०एन० प्रेमकुमार |
| 60. श्री जे०आर० राजकुमार (धिकबालपुर) | | श्री जे०डी० राजकुमार |
| 61. श्री एम०एस० राजशेखर (चन्नापसुग्रा) | | श्री एम०एस० राजशेखर |

[सं० 17015/1/81-डी-IV-ए०]

CORRIGENDUM

S.O. 375.—In the Order of the Government of India in the Ministry of Labour, No.L-17015(1)/81-D.IX(A) dated the 27th February, 1982 published in the Gazette of India Extraordinary dated the 27th February, 1982 under S.O. No. 103(E), for the words appearing in Col. II of the table below, the words appearing in Col. III of the table shall be substituted;

TABLE

| Column I | Column II | Column III |
|----------------------------|-----------------------------|-------------------------|
| Sl.No. in the Order | Name appearing in the Order | Name as corrected |
| 1 | 2 | 3 |
| 1. Shri S. Mohana Krishna | | Shri S. Mohan Krishna |
| 2. Shri Jayarama | | Shri H.L. Jayarama |
| 3. Shri K.R. Chandrasekhar | | Shri K.H. Chandrasekhar |
| 6. Shri B.A. Gnaneswaran | | Shri B.A. Gnaneswaran |
| 8. Shri M.G. Muralidhar | | Shri N.G. Muralidhar |
| 12. Shri Nagaraja | | Shri Y. Nagaraja |
| 18. Shri V. Gururaja | | Shri V.R. Gururaja |

| 1 | 2 | 3 |
|--|---|-----------------------------|
| 21. Shri R. Muniraju | | Shri R. Munirajab |
| 26. Shri Venkatesgowda | | Shri B V Venkateshappa |
| 28. Shri M.S. Balasubramanyam | | Shri H.S. Balasubramanyam |
| 30. Shri Subbaiah | | Shri L.L. Subbaiah |
| 31. Shri Srikantegowda | | Shri S.N. Srikantegowda |
| 33. Shri Mohan | | Shri G. Mohan Rao |
| 35. Shri P N Hanumantharayappa | | Shri D N. Hanumantharayappa |
| 48. Shri Rama | | Shri Rama |
| 57. Shri R.N. Premakumar | | Shri R.N. Premkumar |
| 60. Shri J R. Rajkumar (Chickballapur) | | Shri J D. Rakumar |
| 61. Shri M.S. Rajasekhar (Channaputna) | | Shri M.S. Rajasekhar |

[No. 17015(1)/81-D.IV A]

New Delhi, the 27th December 1982

S.O 376.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of National Insurance Company Limited and their workmen, which was received by the Central Government on the 21st December, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: CALCUTTA

Reference No. 63 of 1980

PARTIES :

Employers in relation to the management of National Insurance Company Limited, Calcutta

AND

Their Workmen

APPEARANCES :

On behalf of Employers—Mr. D K. Mukherjee, Asst Administrative Officer.

On behalf of Workmen—Mr. Chandidas Sinha, General Secretary of the Union.

STATE : West Bengal

INDUSTRY : Insurance

AWARD

By Order No. L-17012/2/80-D.IV(A) dated 22nd July 1980 the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication :

"Whether the refusal by the Senior Divisional Manager, Division No. III, National Insurance Company Limited, Calcutta to pay officiating allowance to Shri Prabir Sen Gupta, an Assistant of the office for having officiated vide Shri Subrata Nag, Supervisory Staff, transferred to the Head Office of the Company, with effect from 14th April, 1975 to 31st August, 1978 and to grant attendant compensatory benefits to him for the said period is justified. If not, to what relief is the concerned workman entitled?"

2. It appears that Prabir Sen Gupta (since dead), an Assistant in the Accounts Department, National Insurance Company Limited, Division III, under verbal order of the

management officiated in the higher post of Senior Assistant of that very department vide Subrata Nag, Supervisory staff (who was transferred to the Head office creating a vacancy in the Accounts Department) with effect from 14 April 1975 to 31 August 1978 (three years and four and half months). He claimed officiating allowance and attendant compensatory benefits (approximately Rs. 4,000) for that period for having worked in supervisory capacity but the management refused to pay by letter dated 23rd May 1979. The question is whether refusal to pay by the management is justified. In my opinion the answer must be "No".

3. Sri Sen Gupta is clearly entitled to receive the officiating allowance under paragraph 15 of the Central Insurance (Rationalisation and Revision of pay scales and other conditions of service of supervisory, clerical and subordinate staff) Scheme 1974 (briefly, the 1974 Scheme). That paragraph reads as under :

"Officiating Allowance—An employee may be required to hold officiating charge of a post in a higher category or additional charge of an equivalent post whenever considered necessary and where such officiating charge or additional charge is held for a continuous period of 15 days or more the employee shall be paid a pro-rata allowance as follows, namely, —

(i) Officiating in a higher category of post : 20 per cent of his basic salary, subject to a maximum amount of Rs. 100 per month.

(ii) Additional charge of an equivalent post : 10 per cent of his basic salary, subject to a maximum amount of Rs. 50 per month.

Note : Where the post in which the employee officiates of the post of which he holds additional charge carries a functional allowance, the employee may receive a pro-rata functional allowance for the period he officiates or holds charge."

So far as the practice of the management is concerned in dealing with particular issue, it seems from the photo copy of the memo shown to the Conciliation Officer that always the officiating allowance was paid to the employees holding the officiating charge, and at times it was given retrospective effect to and at times it was released even after the period the incumbent was relieved of the officiating charge.

4. The management has however raised several contentions. The first contention is that Sri Sen Gupta did not claim payment of any officiating allowance in his representations made to the company and that he raised his claim for the first time under the aforesaid paragraph 15 of 1974 scheme by letter dated 28-11-1978 (Ext. W6). The argument is not correct. In his representation (Ext W1 dated 22nd February 1976) he mentioned the fact of officiation in the following words :

"In the year 1975, two of the Senior Assistants of our department were transferred to the Head office and their responsibilities were entrusted to me and I continued to supervise and guide junior members of our department in their work.

It is also my pleasure, that the management of Division III entrusted me with the responsibilities of closing the Books of Accounts of erstwhile "Unit : Commercial Union" now Division No. III for the year ended 31st December, 1974.

In view of that has been said above showing my experience and qualification, may I pray to your goodness to recognise to my favour the responsibilities discharged by me in the service so that I may rest on the laurels of my achievement and your sanction of it."

He sent reminders to the same by letter dated 30th March 1976 (Ext W2). To this the management gave assurance stating that his representations have been forwarded to the Assistant General Manager along with recommendations and that something was expected to be done. This report was made by Sri T F D' Souza, the Senior Divisional Manager of the Accounts Department, Division III. When nothing was done, again by letter dated 3-11-76 (Ext. W4) Sri Sen Gupta stated to the Senior Divisional Manager that he had just completed the works relating to the closing of the books of accounts

of Division No. III for the year ending 31 December 1975 and that the audit for the said accounts was on the verge of completion. He also said that he was expecting the benefit from the management. It was also said in that letter he had been instructed by the Assistant Manager (not examined who was looking after the works of Accounts Department to close the books of accounts of the erstwhile "Commercial Unit" for the year ending 31st December, 1974 and he did that. To this letter the Senior Divisional Manager replied by letter dated 16 November 1976 (Ext. W-5) that he was forwarding his petition dated 3rd November, 1976 to the Assistant General Manager with further recommendations. Those recommendations made by the Senior Divisional Manager have not been filed by the management. Neither the Sr. Divisional Manager nor the Assistant Manager were examined to say that Sri Sen Gupta was not authorised to officiate and that he did not officiate. Sri Sen Gupta was promoted to the post of Senior Assistant in the Accounts Department with effect from 1st September, 1978 and in that capacity he again sent a reminder by letter dated 28-11-78 (Ext. W6) and prayed for sanctioning his officiating allowance as per para 15 of the 1974 Scheme. In such a situation can it be said that Sri Sen Gupta raised the question relating to officiating allowance for the first time on 21-11-78? I think not. Was he writing letters to the management from 2nd February, 1976 for mere pleasure sake? Merely because he did not say in so many words in the earlier letters that officiating allowance he paid as per para 15 of the 1974 Scheme it can never mean that he did not claim officiating allowance earlier. A reasonable and common sense meaning must be given to his earlier letters and if such a meaning is attributed then it must be held that he was claiming officiating allowance from the very beginning. Even if he did not claim it earlier in so many words still the management is bound to pay it to him as per provisions of para 15 of the 1974 Scheme.

5. The second contention of the management is that no competent authority, namely Regional Manager had ever authorised Sri Sen Gupta in writing to officiate in the higher post as a supervisory staff vice Subrata Nag and that in absence of any authorisation in writing by competent authority to officiate as a supervisory staff no officiating allowance can be claimed or paid to any assistant. It is true that the Regional Manager had not authorised Sri Sen Gupta in writing. In my opinion, however, the contention has no merit in the circumstances of the present case. Sri Sen Gupta did work in officiating capacity for more than three years. The management has not denied the fact that he did officiate. It has only contended that there was no authorisation in writing by competent authority. It is impossible to think that the competent authority will have no knowledge about a fact which was being for more than three years. I think that the competent authority has impliedly consented to his acting in the higher post in place of Subrata Nag. The two letters of the Senior Divisional Manager, Division III of the Company, namely Ext. W3 dated 31 March 1976 and Ext. W5 dated 16-11-76 forwarding the petitions of Sen Gupta to the Asstt. General Manager with recommendations clearly go to show that at least the Senior Divisional Manager authorised him to officiate otherwise he would not have forwarded the petitions of Sri Sen Gupta to the Assistant General Manager nor he would have recommended his case twice. I am of the opinion that if an Officer of the company or even of the Government acting bonafide on behalf of master does anything his act will be binding on the master in the present case the Senior Divisional Manager in-charge of the Accounts Department consented to the officiating by Sri Sen Gupta. I think that even if did not possess authority to authorise Sri Sen Gupta to officiate still his acquiescence and permission to carry on the work will bind the management and it is not open to the management to say that Sri Sen Gupta is not entitled to any officiating allowance. My concluded opinion is that the management is estopped from contending that Sri Sen Gupta performed the duties and functions without proper sanction. Moreover, it will not be out of place to mention here that 1974 Scheme does not say anywhere that there must be officer or the competent authority for the purpose of officiation. It is the fact of officiation—not the act of authorisation in writing which is relevant for the purpose of interpreting the paragraph 15 of the 1974 Scheme. I have already said that the fact of officiation by Sri Sen Gupta is not dispute. It has not been disputed in the written statement nor it has been disputed before me. I have already said that the Senior Divisional Manager by sending his applications to the Assistant General Manager as well as by recommending his case must be held to have permitted Sri Sen Gupta to officiate.

6. The third contention of the management is that there is no division or classification or demarcation of duties and functions of Senior Assistant or Assistant as such, that according to the exigencies employees of either category may be and are in fact required to discharge one or more of these functions, that there is no evidence in support of the union's case that the duties claimed to have been discharged by Sri Sen Gupta can be discharged only by the Senior Assistant or Superintendents. The contentions, I think, is devoid of any substance. The management itself promoted him from the lower category of the post of Assistant to the higher post of Senior Assistant with effect from 1st September 1978. The management has said so in their written argument filed before this Tribunal on 30th November 1982. The various letters of Sri Sen Gupta mentioned above clearly show that the duties and functions of the Senior Assistant are heavier and more responsible. So there is clear division or classification in the duties of the Assistant and in the duties of Senior Assistant. Even assuming that there is no division or classification between the two posts, still Sri Sen Gupta will be entitled to get officiating allowance because he was certainly holding additional charge of another post. Para 15 of the 1974 Scheme applies even when an employee is required to hold additional charge of an equivalent post.

7. The fourth contention of the management is that there is no evidence before this Tribunal as to what were the duties and functions of Sri Subrata Nag, Senior Assistant or whether Sri Sen Gupta discharged all or any of the duties and function of Sri Nag. It is submitted that in the absence of such proof no officiating allowance can be paid to Sri Sen Gupta. In my opinion, the argument has no force. It was not at all necessary for Sri Sen Gupta to give any details about each and every work performed by Sri Nag or by him and to prove that he performed each and every work performed by Sri Nag. From his various letters it is quite clear as to what were the main duties performed by Sri Sen Gupta. In his letter to the Senior Divisional Manager dated 19th April 1979, Ext. W8, he clearly mentioned that he had completed the work relating to the closing of books of accounts for the years 1974, 1975, 1976, 1977 and the work relating to the segregation of assets and liabilities in the year 1975. He also mentioned in that letter that he had just completed the work relating to the closing of books of accounts for the year ending 31 December, 1978. I may mention here that the transfer of Subrata Nag, the erstwhile supervisory staff to the Head office was effected when annual closing of the books of accounts was in progress. The Divisional office was very much handicapped because Subrata Nag was transferred while the work of closing of the books of accounts was on. It is thus clear that Sri Sen Gupta completed the work of closing of books of accounts of several years. There is thus no substance in the contention of the management.

8. The fifth contention of the management is that no cause of action survived after the death of Sri Sen Gupta on 11 November, 1980. This contention has already been rejected after hearing parties on preliminary point on 14th July, 1982.

9. The sixth contention of the management is that there is no evidence as to who are the heirs of Sri Sen Gupta and hence even if any award is passed in his favour there will be practical difficulty in implementing it. I do not think so. Provident Fund, gratuity etc. have been paid to the widow of Sri Sen Gupta which fact is very much known to the management. The management can, therefore, easily pay his officiating allowance to Sri Sen Gupta's widow and I do not find any difficulty in that.

10. Before parting with this case I would observe that the management has not filed any document in the case nor has examined any witness.

11. On consideration of the submissions raised by the parties and on consideration of the materials on record my concluded award is that the refusal by the Senior Divisional manager, Division No. III, National Insurance Company Limited, Calcutta to pay officiating allowance to Sri Prabir Sen Gupta, an Assistant of the Accounts office (since dead) for having officiated vide Shri Subrata Nag, supervisory staff transferred to the Head office of the company with effect from 14th April 1975 to 31st August, 1978 and to grant attending compensatory benefits to him for the said period is wholly unjustified. In the circumstances of this I would also award cost of Rs. 500/- (Rupees five hundred) against the Management. The Management must pay the officiating allowance and attendant compensatory benefits which may be admissible to Sri Sen Gupta as per 1974 Scheme with effect from 14th April, 1975 to 31st August, 1978. The workman, therefore, is entitled to the relief aforesaid. The entire amount with costs shall be paid to the widow of Sri Prabir Sen Gupta.

Dated, Calcutta,

The 8th December, 1982.

M. P. SINGH, Presiding Officer

[No. L-17012(2)/80-DIV. (A)]

New Delhi, the 31st December, 1982

S.O. 377.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 2, Bombay in the industrial dispute between the employers in relation to the management of Life Insurance Corporation of India, Ahmedabad, and their workmen, which was received by the Central Government on the 15th December, 1982

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, BOMBAY**

Reference no. CGIT-2/8 of 1980

PARTIES

Employers in relation to the Management of Life Insurance Corporation of India, Ahmedabad.

AND

Their Workmen

APPEARANCES :

For the employers—Shri P. R. Pai, Advocate.

For the workmen—(1) Shri Deo Arvind Shriram, Jt. Secretary (2) Shri N. S. Contractor, President, I.C.E. Union, Ahmedabad, (3) Shri P. V. Kulkarni, Vice-President, L.I.E. Association, Ahmedabad, (4) Shri P. H. Adhralya, W. C. Member I.C.F.U Ahmedabad.

STATE : Gujarat

INDUSTRY : Insurance

Bombay, the 25th November, 1982

AWARD

By their order No. L-17011/7/78-DIV(A) dated 15-4-1980 the Central Government have referred the following dispute for adjudication under Section 10(1)(d) of the Industrial

Disputes Act, 1947 and how the matter has arisen can be seen from the statement of claims as well as the written statement filed on behalf of the Life Insurance Corporation :—

“Whether the demand of the existing empanelled badli workmen in Ahmedabad Division of the Life Insurance Corporation of India for their absorption as regular employees is justified? If so, to what benefits, and from which date are the concerned workmen entitled?”

2. There are two Unions in the filed who have filed separate statements of claims namely (1) Life Insurance Corporation's Association and the other called Life Insurance Corporation Employees Union for brevity sake these unions would be referred by the words 'Association' or the 'Union' as the case may be. Ex. 2/W is the statement of claim filed on behalf of the Association whereby the contention of the Association is that the management of Life Insurance Corporation has been keeping the employees known as Badli workmen who, it is alleged, have been working with the Corporation since years together. The Association complains that while engaging these Badli workers the Corporation was adopting pick and chose policy in other words was giving preference and engaging those person who were/are directly connected with the authorities of the corporation and they did not adopt any fair way of giving employment to these employees. The Association then refer to various attempts to get the grievancees redressed and then refers to the conciliation proceedings which by an order of 31-8-1978, it is alleged, the Corporation was directed to maintain status-quo during the pendency of the proceedings. It seems that before the present reference, the Government of India had turned down the request of the Association to make a reference and informed the Association by their letter dated 24-5-1979 that since it was reported that the management continued to employ on a temporary basis 16 out of 54 badli workers who were working in Ahmedabad Division and further since it was reported to be agreeable to absorb the remaining 38 badli workers against future vacancies, there was no need to refer the dispute for adjudication. However, ultimately the reference came to be made and the same has to be decided. It is the grievance of the Association that the temporary badli employees have been working with the Corporation since several years and in that process, it is alleged, they have become disqualified for any Government or quasi-Government jobs having crossed the age limit. It is alleged that in fact there are 64 permanent vacancies in Class IV cadre and that there was no distinction between the work performed by regular Class IV employees and those appointed as badli workmen. They even complain that there is a breach of provisions of Sections 33 of the Act and refer to the complaint with which we are not concerned the present. The Association therefore says that the Corporation in the first place has no right to appoint badli employees thus depriving them of full wages as admissible to regular employees under the Life Insurance Corporation Staff Regulation, secondly that the Corporation ought to have absorbed the so called badli employees on regular vacancies in order of seniority and lastly that the Corporation should have paid full wages irrespective of whether badli or regular. The relief therefore sought by the Association is for a direction to the Corporation to regularise and absorb all these temporary employees with all other fringe benefits, further direction to confirm them with retrospective effect in the order of seniority, direction to pay the difference in wage and such other reliefs as may flow therefrom.

3. Ex. 8/WA is the statement filed by the Union which is of similar nature with slight difference namely that it is conceded by this Union that the Regulation namely Life Insurance Corporation of India Staff Regulation 1960 as modified from time to time have the force of law. The Union further says that the present dispute relates to the employees in the category of Peons, Watchmen and Sweepers and that their number is 37. The Union first took to agitation in the year 1973 which led the Corporation to empanel these badli workmen ultimately with a view to regularise their employment and at the said time 154 badli workmen were on the panel. It is alleged that some time on 26-8-1978 the Central office at Ahmedabad issued a circular directing that all the Badli workmen in the Division wherever and

howsoever appointed should be removed from the employment from 1-9-1973. This led to the correspondence between the Union and the Corporation. It is alleged that during the conciliation proceedings which were commenced, since there were four vacancies, of persons the Corporation agreed to employ the four workers from the panel of 54. It is the contention of the Union that these Badli workmen in fact should have been absorbed in the regular service and that suitable reliefs therefore should be granted.

4. The Life Insurance Corporation of India has filed written statement at Ex. 14/M and additional written statement at Ex. 23/M refuting all these allegations. It is stated that under Section 23 of the Life Insurance Corporation Act, 1956 the Corporation is empowered to employ such number of persons as it thinks fit to enable it to discharge the functions under the Act. It is further stated that in order to tide over the exigencies arising out of the absence on leave of its Class III and IV employees, the Corporation on occasion engages the services of limited number of persons who are known as badli workmen. It is alleged that these badli workmen are not the workmen under the Industrial Disputes Act and as such no reference can lie. It is also alleged that when the Tribunal cannot grant any relief, therefore the reference becomes infructuous. It is then contended that the Central Government once declined to refer the dispute in the year 1979, and since there are no changes in the circumstances warranting the present reference, the reference itself becomes untenable. In the course of arguments it was further urged that the Government having not applied its mind while making the present reference the same is rendered invalid.

5. By Ex. 23/M the Corporation has dealt with the factual aspects of the case. It is alleged that these workmen are employed on temporary basis to tide over the circumstances created by the absence on leave of its permanent employees for short spells of time and that they were never the employees of the Corporation. Since their engagement was purely on a temporary basis against casual or leave vacancies only. It is alleged, none of the badli workmen can be absorbed in the regular service of the Corporation, in violation of the Regulation 8(2) of the Staff Regulations of 1960. It is further stated that though empanelled, a number of the empanelled person have not either turned up for work at all at any time or have worked for only a few days during a span of year and as such they cannot insist upon their absorption in the regular service.

6. On the above pleadings the following issues arise for consideration and my findings thereon are :—

| Issues | Findings |
|---|--------------------------------------|
| 1. Whether the practice of Life Insurance Corporation in giving breaks deliberately depriving the badli workmen from achieving the requisite status, is not an unfair labour practice ? | Yes, when regular Vacancies existed. |
| 2. Whether these workmen are entitled to any relief? | } As per award |
| 3. If yes, to what relief? | |

REASONS

7. The whole dispute as it seems from the facts of the case arose because the unions all along contended that although there were several permanent vacancies created due to expansion of business or opening of new branch or because of death or retirement or promotion of regular incumbents, instead of making regular appointments, the Corporation went on appointing badli workmen, making appointments for 85 days and then giving a break and again re-appointing these workmen, which according to the Union or Association was highly improper and that once having worked for the Corporation, these badli workmen are entitled to covet a regular service with the Life Insurance Corporation. I am aware that the provisions of Section 25(C) I.D. Act are

not in any way attracted by the facts of the present controversy, but since the term 'badli workman' is appearing in the explanation that too at the said place only, in order to find out what what is meant by "badli workman" and what are the powers of the Corporation in making such appointment a reference would be made to the said explanation. Apart from Section 25(C) as well as Life Insurance Corporation of India Establishment Manual to which my attention is drawn, I may mention it here that because of the commitment made by the Corporation to the Government of India at the time of earlier attempt for reference, certain rights have been created and the present controversy will have to be decided not only on the strength of the records which are placed before me but also on the strength of the circumstances created by the said commitment.

8. Badli workman by explanation to Section 25C means a workman who is employed in an industrial establishment in the place of another workman whose name is borne on the muster rolls of the establishment, but when he shall cease to be recorded as a workman is also referred with which we are not concerned. One fact therefore is certain that when an appointee is referred as badli workman, necessarily the appointment of such workman has to be in place of another workman whose name is borne on the muster roll of the establishment. If there are vacancies as contended by the workmen not on account of leave vacancy but are permanent vacancies created on account of expansion of business or retirement or death, strictly speaking another appointee to such post cannot be said to be appointed as badli workman.

9. The explanation also solves another difficulty being the answer to the arguments on behalf of the Corporation namely that being not workmen as defined under the Industrial Disputes Act, there can lie no reference. Though the adjective 'badli' is to be seen, the explanation says that a badli workman is employed in an industrial establishment and therefore though temporary workman, still he has been given the status of a workman and the reference can be made for getting the rights adjudicated. The Corporation's contention that these workmen were never in the regular employment of the Corporation and therefore the reference cannot lie can never be accepted especially when we read explanation of Section 25C which defines the badli workman.

10. If we turn to the Establishment Manual of the Corporation in para. 15 of Chapter III there is a reference to temporary appointment and it is stated that the instructions contained about the procedure for recruitment will not apply in case of temporary appointments, at the same time it lays down that no temporary appointment shall be made in any of the offices of the Corporation excepting in two contingencies : (a) in the leave vacancy caused in a Branch office by a permanent typist going on leave; and (b) in the leave vacancy caused by a permanent Class IV employee going on leave. This fortifies the conclusion that the appointment of badli workman is to be made only during the leave vacancy and not otherwise.

11. Even the circular dated 2-2-1976 Ex. 10/WA in para 5 under the caption "When appointment can be made" directs that badli workers may be appointed against specific leave vacancies/vacancies arising out of officiating arrangements of Class IV employees as Record Clerks. It is further stated that under no circumstances, the appointment should be made against unfilled sanctioned vacancies or replacement vacancies, without previous approval of the Central Office. Therefore the circumstances in which these appointments could be made are clear from the record. However, as already stated, the contention of the Union or the Association is that though there were permanent vacancies, instead of regular appointments, posts were filled in by appointing badli workers on lower salary and sans fringe benefits. It has to be seen whether there is proof on record to justify this grievances.

12. To suggest that there were artificial breaks being given in order to deprive these workmen from achieving the status of temporary workers in the service of the L.I.C., my attention is being drawn to the very circular para. (4) which runs "Persons included in the 'list of Badli workers' may be appointed against specific leave vacancies even beyond a period of 85 days but not exceeding 220 days (including paid holidays and leave as admissible under the Shops and Establishments Act during any period of 12 months preceding the date with reference to which the calculation is to be made subject to the condition that a break of at least three working days shall be given after a continuous spell of 85 days. Annexure I attached thereto illustrates how calculation is to be made when resorting to appointment of Badli workers upto 220 days." It was urged that the very direction that there should occur atleast three working days' break after a continuous spell of 85 days, the L.I.C. has created an unfair situation, unfair to the badli workers and that the officers concerned were warned under para VII of the circular that the persons responsible for any infringement will be held personally responsible for such act. This inhibits these officers from making any appointment beyond a period of 85 days totalling 220 days. It is common knowledge that under section 25F when a workman has to be retrenched certain requirements are to be fulfilled and that a right has been created when a workman is in continuous service for one year which has been defined under Section 25D of the Act. It is argued that to avoid the obligations created by Section 25F, the directions have been given so that no badli workers achieve the status of temporary workman falling under Section 25F of the Act.

13. Although there is a circular on record which is specific in words, a question would arise on which are dependent subsequent reliefs, namely is there proof on record to show that there did exist vacancies, whether the vacancies were for more than 85 days or 220 days as the case may be so that regular appointments could be made and that despite such long vacancies the L.I.C. gave breaks. Whether these breaks were artificial or not would depend upon such proof and unless there is any, mere proof of directive as stated in Ex. 10/WA would not automatically lead to certain adverse inference. It is true that the Tribunal has certain powers in addition to ordinary civil Courts powers particular when justice has to be administered, but even then those powers cannot be exercised in a vacuum when for want of proof of certain circumstances it may not be possible to conclude one way or other. Everything therefore depends on whether there is sufficient proof on record to suggest that there did exist vacancies throughout these years or atleast continuously for more than 240 days and despite such vacancies the breaks were given in obedience to the circular above mentioned.

14. At Ex. 7/W there is the list of badli workmen consisting of 54 persons. It is the contention of the Association that the present dispute relates to these 54 workers who belong to peon category and that they are entitled to be absorbed in the Corporation service by virtue of they having worked as badli in the past. It may be mentioned here that out of these 54 workmen 16 have been already absorbed the list of which is being furnished by the Corporation. These therefore remains 38 workmen whose cases will have to be considered. Against this relying on the terms of reference Association is pleading the case of all the empanelled badli workmen, peons and others. Reference as such does not refer to any specific category. But apart from the legal rights of the parties and also apart from other circumstances pleaded, there is an additional factor to be considered namely the commitment made by the L.I.C. to the Central Government at the time when in the past that in the year 1979 when an attempt was made to get a reference made for adjudication. At Ex. 6/W there is the reply dated 24-5-1979 from the Government of India addressed to the Union as well as the Association and the Senior Divisional Manager of the Corporation whereby the parties were told that since it has been reported that the management continued to employ on a temporary basis 16 out of 54 badli workers who were working in the Ahmedabad Division and since they are agreeable to absorb the remaining 38 badli

workers against future vacancies, the Government of India decided not to refer the matter for adjudication. It is evident from Ex. 6/W a copy of which was sent to the Senior Divisional Manager, L.I.C., Ahmedabad, that there was an assurance given by the Corporation to the Government of India to absorb the remaining 38 badli workers against the future vacancies. Whatever may be the rights of the parties therefore as may be under a contractual obligation, an extra right shall be deemed to have been created in favour of these workmen to secure absorption against future vacancies. Now because such was the reply in the year 1979 when the Government of India declined to make a reference under Section 10(1)(d) of the Act, at the same time the very Government as seen from the order of reference in the year 1980 decided to refer for adjudication the very dispute, it was urged on behalf of the Corporation that there is no proper application of mind by the Government before the present reference was made rendering the same bad and unsustainable. In this connection it may be pointed out that despite the assurance to the Government of India, when it was found that no steps were taken, on that count the Government was moved and on considering the factors represented, it was found necessary by the Government to initiate the proceedings under Section 10(1)(d) of the Act. It may be mentioned here that when there was an attempt on the part of the Corporation to make new recruitment, ignoring the claim of badli workers, the Association had to move the Hon'ble High Court of Gujarat for getting injunction by filing writ petition which was disposed of when there was an assurance given by the learned Counsel of the Corporation that their action would depend on the findings made in the present reference. The contention therefore that without applying the mind the present reference came to be made has no force at all on the contrary the Government who was reluctant at the first instance to refer the matter, having been satisfied of the necessity of the same, reviewed its own order and it resulted in the present proceedings. This circumstance therefore speaks of application of mind rather than non-application and the attempt to nip the proceedings in the bud must fail.

15. The Corporation has brought on record Ex. 43/M a specimen letter of appointment of badly workers. It is stated therein under paragraph 3 that during the period of badli appointment, none of the provisions of the Life Insurance Corporation off of India (Staff) Regulations 1960 shall apply to such workmen and he shall not be entitled to any benefits thereunder. Paragraph 8 which is material for our purpose speaks that the said appointment on badli basis shall not entitle the workmen either absorption in the service of the Corporation or any preference for recruitment to any post. Relying on this letter of appointment which I am given to understand was being issued on every occasion when a badli worker was employed, it was urged that merely because a person was empanelled or was engaged, such empanelment or employment shall not confer any right of absorption in the service of the Corporation and therefore no relief is possible in the present reference. Answer to this controversy would depend upon, is there any proof of alleged artificial breaks, what is the effect of such artificial breaks whether despite such breaks they shall be deemed to be in continuous service and also whether merely because there is a contractual term incorporated in the letter of appointment despite these terms there existed any right vested in these workmen for absorption. I may make a mention here that even in the year 1973 it seems from Ex. 27/M when there was a similar demand by Badli-walas, the Government which was moved in this connection for a reference declined saying that such denial was not considered to be malafide and the Association was further told that the Corporation has laid down a procedure for regularisation of such persons if they are included in the panels prepared by them from time to time and if they are suitable. When there is a reference the question whether it is malafide or bonafide would be an open issue and would be determined in the light of the record. Even this record produced by the Corporation Ex. 27/M itself sneaks that as long back in the year 1973 there was an assurance given by the Corporation to the Government for regularising the services of the badli workmen provided their names are included in the panel prepared by the Corporation from time to time and if they are suitable. The records therefore speak that in the year 1973 as well in the year 1979 the very Corporation as employers of these

badli workmen was assuring the Government, and thus repelled attempt of the workmen to get a reference made, that these workmen would be absorbed in the service of the Corporation and their services would be regularised. Therefore the Corporation will not now be allowed to draw the attention of the Tribunal to clause 8 and say that by virtue of the agreement entered into by these workmen with the Corporation there existed no right of absorption. Apart from whether there were any artificial breaks, apart from whether any of these workmen can be said to be continuous worker, for more than 240 days as to create certain rights, by their own conduct and representation, when certain things were admitted and represented as a result of which the Government of India was persuaded not to make any reference, now the question of absorption can never be avoided by the Corporation. Absorption has to take place provided other conditions like medical tests to which a reference would be made shortly are fulfilled. Attempt was made right from the year 1973 to ventilate the grievance, yet though we are in the year 1982 and even the reference was made in the year 1980, the grievance subsisted despite solemn affirmation or representation made to the Government of India.

16. The circular above referred to of the year 1976 Ex. 10/WA no doubt enjoins upon the concerned officers to give breaks after 85 days of service but a already observed, the circular can be taken help of to brand the breaks as artificial provided there is proof that there existed vacancies for more than 85 days and despite such vacancies the break was given to deprive them of the legitimate right arising out of the continuous service. The question is, is there any such proof? In this connection the witness number 1 of the Corporation Shri R. I. Suttar has admitted that in the year 1982-83 there are 44 vacancies of Class IV and regarding other years the witness says that unless he sees the record he is not in a position to say anything. Nevertheless he has admitted that in the year 1980-81 and 81-82 there were 15 vacancies. His attention was drawn to the Circular dated 14-3-1978 where there is a reference to 30 vacancies in the year 1978 but the witness has explained that they were promotional vacancies meaning thereby open to the employees serving in the lower cadre. Badli workers who were outsiders and who had not entered the regular employment of the Corporation till then could not have aspired for such vacancies and therefore the proof of those 30 vacancies in the year 1978 is of no use. Shri Kurshed Ahmed, Sayed Ahmed, Organising Secretary of the Association in his evidence Ex. 30/W speaks of 52 permanent vacancies in the year 1982 for which according to him interviews of outsiders were taken. In the course of cross examination he says that at present there are 52 vacancies of Class IV category and further says that at the time of reference there were more than 48 vacancies but at the same time admits that he does not possess any record about these vacancies. The Secretary of the Association in the evidence, not in a position to throw light on the existence and number of vacancies in a particular year or years and the evidence of Shri Suttar although speaks of the vacancies in the year 1980-82 is not of any help for the previous years. Now at Ex. 44/M the Corporation has filed statement of number of days, each workman in question worked during the year 1973 to 1980 from which I find that during the year 1978 in majority of cases the number of days put in by these workmen normally did not exceed 85 days. It seems that during the year 1979-80 because of the circular dated 26-8-1978 Ex. 12/WA the Corporation stopped the practice of appointing badli workmen. In para. 3 a poignant directive was given that under no circumstances appointment on badli basis should be made from 1-9-1978. This must be the reason why in the relevant statement Ex. 44/M the number of days in the year 1979 and 1980 is shown except one as nil. Even in the year 1980-81 from the Ex. 45/M I find that from Serial number 21 onwards except S. No. 24, the workmen did not work even for a single day. Now relying on the circular of 26-8-1978 and relying on the facts that during the year 1979 and 1980 there was not a single badli workman from the list of 38 who have still remained to be absorbed, it was urged that this amount to retrenchment following under Section 2(o) of the Act without following the procedure laid down under Section 25A of the Act and therefore invalid certainly if there is a proof of vacancies and at the same time there is proof of deliberate break to deprive the workmen a particular right under the Act there may not be any difficulty in holding the continuous service despite the break but as already observed everything would depend upon the clear proof of vacancies during

the entire period which proof as already stated is lacking. If the admission of Shri Suttar has any effect it would be for the years 1980-81-82 and not for the earlier ones. Therefore the arguments that by circular dated 26-8-1978 retrenchment effected and that even the earlier period will have to be counted for granting relief to these badli workmen, stands unacceptable.

17. An attempt was made to suggest that even during the period of breaks these badli workmen used to attend the office and perform their regular duties thus rendering the practice non-existent and ineffective in other words a paper break only. For this purpose the evidence of Shri N. M. Christian, Ex. 32/W and Shri Amrnbhai Ilasambhai Chauhan, Ex. 34/W has been adduced. It seems that because of peculiar practice on the part of the L.I.C. to appoint badli workers and for the said purpose requiring these aspirants to attend the office year after year every time in the hope of getting employment, these workmen must be hocking to the Divisional office. It is just possible that being present and being desirous of showing their willingness to work, they might have carried out some duties but this would not mean that they were working whole or part of the day or they were attending the office during whole or even part of the office period. Shri P. K. Shah who is Section Head in his evidence Ex. 41/M has denied any such duties. The witness says that the criteria for determining the appointment on a particular day was that if the number of badli workmen present in the office exceeded the number of posts to be filled in those who had put in less number of days where given priority to those who had put in more days in a particular month. It is just possible that such a practice might have given rise to the suspicion of favouritism. It cannot be said that the Life Insurance Corporation was not in a position to fix the number of vacancies to be filled in so that regular appointments could be made to obviate the appointment of badli workmen that too from year to year and the grievance that, being under the impression that they having worked with L.I.C. they would be finally absorbed in the service, they went on accepting the service as and when available ignoring even the age but depriving them of a better chance elsewhere, which has landed them in the present trouble, to my mind is a just grievance. As an ideal employer the L.I.C. should not have adopted such a practice for years together unmindful of the passage of time and its effect on these employees. I cannot believe that merely because under regulation the power is given to the Corporation to make temporary appointment, such a practice should have been resorted to year after year.

18. Although in the appointment letters specimen of which has been brought on record and also in the staff Regulation of 1960, clause 8, it has been specifically stated that no person appointed on badli basis shall be entitled to either absorption in the service of the Corporation or any preference for recruitment for any post, by making representation to the Central Government at the time of earlier attempt to make reference, stating that they would absorb the badli workmen against future vacancies, particularly the right of absorption shall be deemed to have been conceded and there cannot be any going back on it. The Corporation will not be allowed on one hand to impress upon the Central Government not to make a reference agreeing that the remaining 38 badli workers would be absorbed against future vacancies and at the same time when no such absorption took place, resisting the right of claim of these workmen. The record goes to show that despite this assurance in the year 1979 when there was an attempt to recruit fresh members of sub-staff, the Association had to approach the Hon'ble High Court of Gujarat seeking interim relief restraining the Corporation from making such recruitment, ignoring the rights of these badli workmen.

19. It is not that the system of badli workmen is prevailing at Ahmedabad only but as seen from the Memorandum of Settlement Ex. 58/WA as well as noticed from the Award in Reference No. CGIT-2/9 of 1980 published in the Central Government Gazette dated 3-7-1982 such system was in vogue in Bombay as well as Nagpur Divisions and the Award as well as the Memorandum of settlement Ex. 58/WA indicate that the Corporation has accepted as a principle the right of absorption of the empanelled badli workmen against vacancies as and when they are available in a particular cadre. Now what was agreed at the time of Ex. 58/WA shows that even the Union accepted the offer namely to consider these badli workmen for absorption as and when vacancies would be available.

It was further stated that 18 out of 42 empanelled badli workers would be absorbed as regular Class IV employees within one week from the date while the remaining badli workers would be absorbed against the vacancies by August, 1979. Paragraph 2.2(b) further laid down that till the workmen referred in paragraph (a) were absorbed, they will continue to be employed on their present terms and conditions with a break of one day only, thereby suggesting that even the practice of giving break was acceptable to the concerned union.

20. From Ex. 6/W we find that the assurance given to the Central Government must have been some time before 24-5-1979 but because no action seems to have been taken the present reference was made on 15-4-1980. On 31-8-1978 the Assistant Labour Commissioner (C) Ahmedabad had directed the Senior Divisional Manager, L.I.C. Ahmedabad to maintain status quo and from the subject mentioned it seems that the dispute raised was over apprehension of termination of services of all the temporary employees. The term namely 'to maintain status quo' is somewhat vague in the sense that thereby the L.I.C. was told not to make any change in the terms of appointment and if by virtue of the agreement the services came to be terminated automatically such termination may not be governed by the embargo put by the Assistant Labour Commissioner (C), Ahmedabad. At least this matter requires investigation and by itself it would not help one party or the other.

21. In principle therefore for the reasons already stated when the stand of the badli workmen insisting upon the absorption stands proved the question certainly would arise as to when such absorption should take place whether from the date of demand as tried to be urged on behalf of the workmen or from the date of award. Now normally these two dates are accepted to be two extreme points and in the light of the circumstances, it shall have to be determined as to from what date the award shall be made operative. There would not have been any difficulty in this connection had there been any clear proof on record indicating the number of vacancies either in the year 1979 when the assurance was given or in the year 1980 when the reference came to be made. From the evidence of Shri Suttar one fact is certain as on to-day that in the year 1982 there are 44 vacancies in the cadre of sub-staff, and in the earlier two years there were 15 vacancies each. He is not in a position to say about the past and when his evidence is unhelpful, at the same time the workmen were desiring to be absorbed from an earlier date, clear proof in this regard was essential which is lacking. The assurance was all along for absorption of the remaining 38 badli workmen against further vacancies but when these vacancies occurred, it is not to be found anywhere. The extent of vacancies is a necessity for giving the relief. Even the Union namely Western Zone Insurance Employees' Association who entered into the settlement Ex. 58/WA was agreeable that the badli workers to be considered for absorption as and when vacancies for peons' cadre were available.

22. It is true that from the evidence of Shri Suttar the fact that the Corporation has expanded its business and four new branches opened in the year 1980 in the Division in question is clearly spelt out. The evidence further indicates that when new branch is opened minimum two members of sub-staff are necessary. He has also admitted that there was increase in the sanctioned posts and at the same time in the vacancies of permanent peons no new appointment of peons were made from the empanelled badli workmen. When the principle of absorption stood admitted and when the same was applied in the case of similarly placed employees in other divisions, it was incumbent on the Corporation to follow the same rule even in Ahmedabad division and had they done so in all probability the dispute would not have arisen at all. Therefore having regard to the representation made to the Central Government and at the same time having regard to the evidence of Shri Suttar and considering the trend accepted by the Union/Association in the proceedings above referred to, only order which can be passed while giving retrospective effect to the present award would be make it retrospective from the date when vacancies existed that is after 1980. Shri Suttar had admitted that in 1980-81 there were 15 vacancies and in 1981-82 the number would be same. It is however not clear whether there were additional 15 vacancies in the year 1981-82 or they were the vacancies remained to be filled in the

previous year. Now the promise was made in the year 1979 and as admitted by Shri Suttar there did exist certain vacancies.

23. Even when the principle of absorption stands accepted and therefore enforced, other requirements like educational qualification and also medical test cannot be ignored. It is in the evidence of Shri Suttar as well in the evidence of Shri Saived that for sweepers formerly there was no educational qualification prescribed but now it is 4th Standard and for the post of peons and watchmen it was 7th Standard. I am given to understand that at present the educational qualification for the post of peon and watchman is 9th Standard. But when we are considering the cases of these badli workmen the present educational qualification should not come in the way of these workmen and if they fulfill the educational qualification at it stood in the year 1979 viz. year of assurance, the subsequent revision should not disqualify them, I am given to understand that they fulfilled the educational qualifications as they stood at the time of appointments and as such the educational qualification should not create any difficulty.

24. Over-age should not come in the path of these workers for absorption and to that extent the recruitment rules shall stand relaxed.

25. However before absorption takes place there should be medical test and those who fulfil such test only shall be ordered to be absorbed.

26. Since prior to 1982-83 at least the number of vacancies seems to be less than the number of aspirants, while considering the seniority for absorption, the number of days shall be the criterion in the sense that out of non-absorbed badli employees those employees who have put in highest number of days in the service of the Corporation during the years 1980-81 and 1981-82 shall stand first and in the same manner a serial order shall be prepared so that the requisite number of badli employees can be absorbed in the then existing vacancies. The process of such absorption shall start from 1-4-1980. Before such absorption the Corporation shall make offer to the concerned employees in writing by registered post offering the employment and if for any reason it is declined or there is no response in writing within a period of one month from the date of issue of such registered letter, the next man in the serial order shall be considered.

27. It is true that by giving retrospective effect I am casting an additional financial burden on the Corporation because once a particular employee is deemed to have been absorbed from a particular earlier date, there would be liability to pay the emoluments from the said date at the prescribed rates along with allowance minus that may have been paid to such employees during these years as badli workmen. However this becomes necessary because of the earlier assurance as long back in 1979, which remains unfulfilled despite the Corporation having agreed to absorb the badli workmen at other places in the settlement arrived at in the year 1979 and subsequently.

28. The present order would govern the list of 54 badli workers as given by the Association Ex. 7/W out of whom 16 I am told, have been already absorbed. All these 54 badli workers I am given to understand were working as peons and therefore entitled to be absorbed in the said capacity. While giving retrospective effect, in case the L.I.C. has offered any one or more of these badli workmen the post of badli workmen and if he or they have refused to respond on the ground that it was badli though such person/persons would be entitled to absorption, no retrospective effect need be given and in his or their cases the effect shall be from the date such person/persons attend the service of the L.I.C.

29. Though the Association talked of 54 peons, as the reference stands if there are empanelled badli workmen in other categories, like sweepers and watchmen, relief cannot be denied to them, only difference being that in their case, the date of absorption shall be the date from when they shall start getting the regular salary.

30. The Union has made reference to existing empanelled Sweepers and Watchmen but did not furnish the list. However this award for the purpose of absorption of empanelled badli sweepers and watchmen shall remain in force for two years from the date of Award in the sense that if any vacancy arises within a period of two years, the concerned badli empanelled

sweepers and watchmen if any in otherwise qualified and medically suited shall be entitled for absorption. I cannot keep the sword hanging over the head of L.I.C. infinitely and therefore if within two years such sweepers and watchmen could not be absorbed, the L.I.C. shall be absolved from the responsibility under this Award. The Corporation however at their discretion is at liberty to absorb them even after expiry of two years. This difficulty does not arise in the case of peons because of more number of vacancies than the number of the incumbents.

31. There was a third Union namely Insurance Corporation Employees Union Ahmedabad who except filing Ex. 23/WB did not participate in the proceedings probably being of the opinion that the cause is fully espoused by the union in the field.

32. The number of vacancies for absorption shall be fixed by the I.I.C. from their own record after giving the particulars to the Association and the Union to put forth their say. However, in this regard the decision of the L.I.C. shall be final.

33. Turning to the issues, from the above discussions it is evident that when the regular vacancies subsisted, when the badli workmen could have been continued in the said vacancies necessitating continuous employment, and when despite such vacancies deliberately break was given, that too in order to deprive such badli workmen of achieving the status of if not a permanent employee but at least temporary employee, giving breaks must be said to be unfair.

34. In case of those who become eligible for absorption retrospectively are gainfully employed some where else, the amount so earned shall be deducted from the total financial liability. In case there is any dispute over the financial liability, it shall be determined under Section 33C(2) of the Industrial Disputes Act.

Award accordingly

No order as to costs.

M. A. DESHPANDE, Presiding Officer,

Dated : 6th December, 1982.

[No. L-17011/7/78/D. IV(A)]

T. B. SITARAMAN, Desk Officer

New Delhi, the 9th December, 1982

S.O. 378.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Gujarat in the industrial dispute between the employers in relation to the Bank of Baroda, Ahmedabad and their workmen, which was received by the Central Government on the 2-12-82.

BEFORE SHRI G. S. BAROT, INDUSTRIAL TRIBUNAL
(CENTRAL) AT AHMEDABAD

Reference (ITC) No. 7 of 1978

Adjudication

BETWEEN

Bank of Baroda, Ahmedabad, First Party

AND

Their workmen

Second Party

In the matter of termination of the services of Shri D. K. Parikh, Head Cashier, Kalol.

APPEARANCES:—

Shri C. V. Pavaskar, Advocate, with Shri R. B. Pitale, for the First Party,

Shri K. R. Mehta for the Second Party.

AWARD

This is a reference made by the Government of India under section 10(1)(d), read with Sec. 7A of the Industrial Disputes Act, 1947, hereinafter referred to as 'the Act' Vide The Government of India, Ministry of Labour, Order No. L-12012/120/77-D.I.A. dated 28-9-78/5-10-78, in respect of an industrial dispute between the parties viz. Bank of Baroda, Ahmedabad, hereinafter referred to as 'the Bank' and their workmen. Vide the above referred Order, the reference was first made to the Industrial Tribunal consisting of Shri R. C. Israni but through an appropriate order the same has subsequently been transferred to this Tribunal.

2. The terms of reference in respect of the industrial dispute, as mentioned in the Schedule appended to the original order under which this reference has been made are as under:—

"Whether the action of the management of Bank of Baroda, Gandhi Road, Kalol Distt. Mehsana, in terminating the services of Shri D. K. Parikh, Head Cashier, Kalol, Branch of the Bank w.e.f. 1-4-77 is justified? If not, to what relief is the workman entitled?"

3. In support of the case of Shri D. K. Parikh (hereinafter referred to as the workman concerned), a statement of claim has been filed at Ex. 2. It has, inter alia, been stated therein that the workman concerned was appointed in the Bank vide appointment letter No. RGN: EST/5/28 dated the 28th November, 1966 as clerk; that his service record was clean and blotless; that the Bank had abruptly terminated his services with effect from 1st April, 1977; that though the reason for termination of his services has been shown as "loss of confidence", no reason for the alleged loss of confidence was made known to him; that at the relevant time the workman concerned was working as a Head Cashier in the Kadi Branch of the Bank; that one of the clients of the Bank Shri Parshottambhai Naran-das Patel (hereinafter referred to as Shri Patel) of Kadi had a saving account with the Bank; that on 11th December, 1976 the said client of the Bank viz. Shri Patel withdrew a sum of Rs. 5000 from the said saving account by a withdrawal form; that Shri Patel hailed from the same village to which the workman concerned belonged; that Shri Patel had instructed the workman concerned to take the money and hand over the same at his residence as he had to go out; that had to the close intimacy with the said Shri Patel, the workman concerned obliged him and handed over the amount at his residence as per the instructions of Shri Patel; that this appears to be the cause for the Bank to terminate the services of the workman concerned without even investigating the facts properly and impartially; that under the circumstances the impugned order has not been passed bonafide but has been passed with a view to get rid of the workman concerned; that it is nothing but colourable exercise of the managerial powers; that no complaint whatsoever was received against the workman concerned in this behalf; that no inquiry was held in the matter before passing the order of discharge against him; that therefore the said order is bad and deserve to be set aside with directions to the Bank to reinstate the workman concerned on his original post with full back wages and continuity of services, etc.

4. The Bank has filed its written statement at Ex. 5/1, contending, inter alia, that the workman concerned joined the Bank's services from 1-12-66; that his services were terminated by a letter dated 1st April, 1977 with immediate effect on the ground of loss of confidence, that at the relevant time he was working as a Head Cashier at Kalol Branch. The circumstances leading to the termination of the services of the workman concerned have then been described by the Bank. It is stated that on 11th December, 1976 the workman concerned presented to Shri G. K. Vankar, the savings clerk, a withdrawal slip for Rs. 5000 pertaining to H.S.S. Account No. 12028 of one Shri Parshottambhai Naranbhai Patel, an account holder of the Branch, purported to have been signed by the said account holder, without the relative pass book of the account. When Shri

Vankar inquired about the whereabouts of the account holder, he was told by the workman concerned that the account holder had come to the Branch in person and had handed over to him the withdrawal slip with a request to collect the amount of Rs. 5000 and for and on behalf of the account holder. Thereupon, Shri Vankar gave him token No. 5 and wrote the token number on the reverse of the said withdrawal slip. When the said withdrawal slip, after being posted in the ledger, was received by Shri C. V. Shah, the Passing Officer, he found that the signature of the account holder on the withdrawal slip did not tally with the specimen signature of the account holder. Shri Shah, thereupon, called out the name of the account holder but instead of the account holder the workman concerned came out from the cash counter and informed Shri Shah that he had already collected the amount of Rs. 5000 against the said withdrawal slip on behalf of the account holder. On pointing out by Shri Shah that the signature was not tallying with the specimen signature, the workman concerned volunteered to call the account holder on 13th December, 1976 for a fresh signature as the next day was a Sunday. Thereafter, the workman concerned was on leave upto 15th December on account of his sister's marriage. However, Shri Shah, the Passing Officer, tried to contact the account holder who came to the Branch on 15-12-76 together with his brother and informed the Passing Officer that the withdrawal slip in question had not been signed by him and that he had not received any cash against the said withdrawal slip. He also informed Shri Shah that he had not authorised the workman concerned to withdraw the amount on his behalf. The above stated facts narrated by the account-holder were duly put on record and thereafter a letter dated 16-12-75 was addressed to the Agent of the Branch, in this behalf. Thereafter the workman concerned was questioned by the Agent in this connection, and the workman concerned had admitted having fraudulently obtained payment of Rs. 5000 from Shri Patel's account. He also admitted that he was not authorised by Shri Patel to withdraw the said amount. The workman concerned also expressed his regret and begged to be excused. He had also expressed sorrow and assured that such a thing would not be repeated. It has also been submitted by the Bank that at the relevant time the workman concerned was in need of money because of his sister's marriage and the workman concerned had requested one of his colleagues Shri Raval for a loan of Rs. 4000 on 11-12-76. The allegation made by the workman concerned that he did not know the reason for the loss of confidence has been denied by the Bank. It was however submitted that in view of the conduct of the workman concerned, it was impossible for the Bank to repose any confidence in him and pending the decision of the Central office in the matter, it was decided not to entrust the cash work to him and therefore the Bank by a letter dated 21-12-76 directed the workman concerned to hand over the charge of the cash to one Shri R. C. Shah. It was also denied by the Bank that the termination order was not passed bonafide or that it has been passed in colourable exercise of managerial powers. It is emphatically submitted by the Bank that the workman concerned was holding a position of trust and he betrayed the confidence of the Bank by forging the signature of one of its account-holders, Shri Patel, and withdrawing a sum of Rs. 5000. It was submitted by the Bank that the question of holding elaborate inquiry would not arise in this case inasmuch as the workman concerned had admitted his guilt. Under the circumstances, it is submitted that the order passed is quite legal and proper.

5. In support of his case, the workman concerned has examined himself at Ex. 14. He has deposed that he was working as a permanent employee since 1-6-67. He has further stated that on 1-4-77 he was served the order of termination of his services; that at that time he was not paid any retrenchment compensation; that he was also not given any notice nor any inquiry held against him. He has also stated that the agent of the Bank had asked him to write down on a piece of paper (which writing is at Ex. 8(2)) and had also given an assurance that the said writing would not come in his way. He has further stated that after termination of his services he had not secured any job in spite of his sincere attempts in that behalf. In his cross-examination, he has stated that for the last about 4 years he was

working as a Head Cashier and before that he was working as a Cashier. He has admitted that there is a procedure for the withdrawal of money from the Bank with which he is well conversant. He has also admitted that if the signature does not tally, the money cannot be parted with. He has however denied that the signature on the slip was not the signature of the account-holder Shri Patel. He has also denied that Shri Shah, the Passing Officer, had informed him that the signatures were not tallying. He has further denied that he had told Shri Shah that he would call for the account-holder after two to three days. He has however admitted that on 15-12-76 there was the marriage of his sister. He also admitted that before some days of the marriage he had requested his friend Shri Raval to give him a loan of Rs. 4000. He has however admitted the contents of Ex. 8(2) which he has himself written out. The said writing shows that the workman concerned had withdrawn Rs. 5000 on 11-12-76 from the account of one Parshotambhai Narainbhai Patel. It further stated that he was sorry for the same and assured the Bank that such a thing would not be repeated in future. As against this, the Bank has examined one Shri C. V. Shah at Ex. 19. This witness has narrated the procedure for payment on the basis of the withdrawal slip. He has then stated that he knew well the account-holder in question. When the withdrawal slip came to him for passing, he doubted the signature and therefore compared the signature with the specimen signature. He then called for the account-holder through the peon but the account-holder was not available. Meanwhile, the workman concerned came from his cabin and told him that the account holder belonged to his village and he had gone away with a request that the workman concerned should take the money on his behalf and hand over the same at his home. The workman concerned when told about the difference in signature, had told this witness that he would call the account-holder after two or three days. Shri Shah further stated that on 15-12-76 when the account-holder saw him, he was shown the withdrawal slip and on seeing the said withdrawal slip the account-holder had told Shri Shah that on 11-12-76 he had come to the Bank but had not withdrawn money. He had also stated that the said withdrawal slip had not been signed by him. When Shri Shah, the witness, asked Shri Patel, the account-holder to give this in writing, the account-holder refused to do so and went away telling him that he would see the witness the next day. Shri Patel then came on the next day i.e. on 16-12-76 with his pass book and gave a fresh withdrawal slip with his signature. The witness further stated that unless the slip is signed by the Passing Officer, no cash can be given. He has also stated that in the instant case the slip was not returned as the workman concerned had told the passing officer that he would call the account-holder and would procure a fresh signature thereon. The Bank has also examined the Agent, Shri Bababhai Patel at Ex. 24A. He has stated that at the relevant time he was working as the Agent of the Bank at Kalol Branch. Shri C. V. Shah was an officer in that Branch. He has further stated that he had seen the report, Ex. 20, made by Shri C. V. Shah and he then directed Shri Shah to call the concerned party if available. He has further stated that he had a talk with the party and thereafter he had called the workman concerned also. The witness had then conveyed to the workman concerned whatever the party had told him. On that, the workman concerned had told this witness that it was a mistake on his part and that he be excused for the same. Thereupon, the witness told him that he should put this into writing and the workman concerned prepared a writing, Ex. 8(2). He has further stated that the said writing was given by the workman concerned on his own accord. Thereafter, the Regional Manager was informed of this incident, on telephone, who directed the witness to make a detailed report. Thereafter, the witness sent a report on which instructions were received from the Regional Office to terminate the services of the workman concerned on the ground of loss of confidence in him. It is at Ex. 26. This witness has stated in his cross-examination that the account-holder was directly contacted and the Bank was informed that the account-holder did not want to proceed further in the matter against the workman concerned. He has admitted that in this connection the Bank had not made any report to the police. He however denied the allegation that the workman concerned had given a writing on his assurance that the same would not be used against him. Lastly, the Bank also examined Shri Vankar who was working as a clerk in the Bank,

at Ex. 31. In his deposition, this witness was shown the withdrawal slip, Ex. 31. He stated that the said withdrawal slip was given to him at about 1 P.M. on that day which was a Saturday and the time for cash transaction was only upto 12-45 P.M. He further stated that he had not given a token for the same as the time on that day was over and there was no token with him. He has further stated that his statement was recorded by the Bank, which is at Ex. 8/5 and it bears his signature. In his cross-examination, the witness admitted that on the reverse of the slip he had written token No. 5 at the instance of the workman concerned. He has also stated that on that day as the time was over and as there was no pass-book along with the slip and because the party concerned was not present, he had refused to make posting of the same but on that the workman concerned requested him to do so as the workman concerned had already parted with the money viz. Rs. 5000 and that he was not in a position to bring back the said amount.

6. As regards documentary evidence, Ex. 21 is the specimen signature of Shri Patel given to the Bank. Ex. 8/1 (Ex. 22) is the withdrawal slip which was actually presented on 11-12-76 and Ex. 23 is the withdrawal slip which was given on 16-12-76 with the date 11-12-76. Ex. 24 is the copy of the letter written by the account-holder Shri Patel stating that on 11-12-76 he had withdrawn Rs. 5000 from his saving account. He has further stated that as he was in a hurry since he had to go out, he had asked the workman concerned to collect money for himself and accordingly the workman concerned had collected the same and handed over the same at his home. He has further stated that as the signature was not tallying, he was called by Shri Babubhai Patel, the Agent and as desired by him he had given him another withdrawal slip along with his pass-book. On this letter also the signature of the account-holder appears. On comparison of the signatures on Exs. 21, 22, 23 and 24, the signature on Ex. 22, the first withdrawal slip, appears to be doubtful. Then, Ex. 8/2 is the letter dated 13-12-76 written by the workman concerned wherein he has admitted to have withdrawn Rs. 5000 from the account of one Parshotambhai Narandas Patel. He has also expressed sorry for the same and assured not to repeat such a thing in future. The Bank has produced a letter from one Shri Mahendra Raval wherein he has stated that the workman concerned had approached him and requested for a loan of Rs. 4000 as there was the marriage of the sister of the workman concerned.

7. From the above evidence, both oral as well as documentary, it appears that at the relevant time the workman concerned was in dire necessity of obtaining money as there was the marriage of his sister. For this, he had approached his friend Shri Mahendra Raval for a loan. Then, we have the incident of 11-12-76 in which he had given a withdrawal form purported to have been signed by one account-holder Shri Patel, and withdrawn money. We have also the documentary evidence to show that the workman concerned had admitted to have withdrawn the said amount and expressed sorrow for the same. This had come to light as the signature did not tally and the passing officer Shri C. V. Shah called out the account-holder but instead of the account-holder the workman concerned presented himself and stated that he had already parted with the money and if the signature did not tally, he would obtain a fresh signature on the same. It also transpires from the evidence of the officer of the Bank that the account-holder was consulted on the 15th when he had informed that he had neither signed the withdrawal form nor taken any money. After this, a report was sent to the Regional Office and instructions were received to terminate the services of the workman concerned on the ground of loss of confidence and ultimately an order dated 1-4-77 was passed terminating his services for loss of confidence.

8. In the instant case, the Bank has thought it proper not to proceed by way of a departmental inquiry against the workman concerned but to pass an order of discharge simpliciter on the ground of loss of confidence. It is this order which has been challenged under the present Reference. It was argued by Shri K. R. Mehta appearing for the workman concerned that this order of discharge simpliciter amounts to retrenchment as defined in Sec. 2(oo) of the Industrial Disputes Act, 1947. Shri Mehta also submitted that before effecting retrenchment the provisions of Sec.

25F have not been complied with and as such the order would be null and void and the relationship of master and servant still exists. In support of his contention, Shri Mehta relied on several decisions of High Courts and the Supreme Court. Shri Mehta firstly placed reliance on the decision reported in 1979 Labour and Industrial Cases p. 499 decided by the Calcutta High Court. Their Lordships of the Calcutta High Court were pleased to hold on the facts of the said case that if the conditions precedent for an order of retrenchment under Sec. 25F are not fulfilled, the order of retrenchment is not effective at all but is void ab initio and the relationship of employee-employee is not affected. Shri Mehta also relied on another decision reported in 1979 Lab. and Industrial Cases p. 990 decided by the Patna High Court. The said case was also of a Bank employee and the question which had arisen was whether the order of discharge amounted to retrenchment of the employee concerned or not. There also an order of discharge was passed as under :—

"It has been decided to discharge you from the Bank's service with one month's pay and allowances in lieu of notice with immediate effect."

Their Lordships, dealing with the definition of the word "retrenchment" contained in Sec. 2(oo) of the Act were pleased to hold that the case does not come within the three types of cases enumerated in sub-clauses (a), (b) and (c) of Sec. 2(oo) of the Act and therefore would come in the category of termination of services for any reason whatsoever and in that view of the matter it would be clearly a case of retrenchment within the meaning of the term under the Industrial Disputes Act, 1947. As against this, Shri Pavaskar appearing on behalf of the Bank argued with vehemence that in the original statement of claim the workman concerned had not said anything about the question of retrenchment and therefore such a question should not be considered by the Tribunal now. I have considered these contentions of Shri Pavaskar and I am not inclined to accept the same inasmuch as the workman concerned has taken up this point in Ex. 11 which has been filed by him as a rejoinder to his statement of claim. In the said rejoinder, Ex. 11, the workman concerned has not only taken up this ground but has also relied on several decisions in that behalf of the Supreme Court as well as High Courts and strenuously contended that this is a pure and simple case of retrenchment and as the provisions of Sec. 25F have not been complied with, the impugned order of dismissal would be a nullity. By Ex. 12, the workman concerned has also filed another rejoinder wherein he has taken up a point that the order of termination has been passed by a person not competent to pass such an order and hence also the order is null and void. As far as the competency of the person to pass the impugned order is concerned, the contention raised by the workman concerned has no substance inasmuch as it is clear that the said order cannot be said to have been passed by the Agent because it was purported to have been passed under the instructions of the regional Office.

9. In this case it is an admitted position that no domestic inquiry was held against the workman concerned but an order of termination was passed for loss of confidence. It was urged on behalf of the Bank that for such an order, there would be no necessity to hold any inquiry before passing such an order. To support this argument Shri Pavaskar has relied upon the admission of guilt by the workman concerned at Ex. 8/2 wherein through a writing dated 16-12-76 the workman concerned has clearly admitted that he had withdrawn Rs. 5000 from the account of one Parshotambhai Narandas Patel and that he was sorry for the same and would not repeat the same in future. Shri Pavaskar also argued that the action of the Bank in terminating the services of the workman concerned was taken under sub-clause (1) of para 522 of the Sastry Award which is as under :—

"522. We now proceed to the subject of termination of employment. We give the following directions :—

- (1) In cases, not involving disciplinary action for misconduct and subject to clause (6) below, the employment of a permanent employee may be terminated by three months' notice or on payment of three months' pay and allowances in lieu of notice. The services of a probationer may be terminated by one month's notice or on payment of a month's pay and allowances in lieu of notice."

Now, admittedly, this is a case wherein the workman concerned had withdrawn money on a withdrawal slip signed by himself for an account-holder. Though he has denied having admitted this incident before the Agent, there is a documentary evidence, Ex. 4/2, to show that he had actually withdrawn Rs. 5000 from the account of an account-holder of the Bank for which he had expressed his regret and had assured that such a thing will not be repeated in future. This he had to admit in his cross examination where he has clearly stated that the contents of Ex. 8/2 are correct. It is also a relevant factor to be borne in mind that during the period in question he was in dire need of money as there was the marriage of his sister and he had also approached one of his colleagues for a loan of Rs. 4000/-. It has also to be borne in mind that the officer of the Bank had contacted the account-holder who had personally informed the officer that he had neither withdrawn the money nor received any money from the workman concerned. It is also true that the officer thereupon had asked the account-holder to give that in writing but the account-holder did not oblige him because of the fact that both the workman concerned and the account-holder belonged to the same village. At this stage, has to be kept in mind that later on the account-holder had also written one letter dated 20-12-76 to the Bank wherein he had stated that he had withdrawn Rs. 5000/- on 11-12-76. Considering the oral as well as documentary evidence in this behalf, the case appears to have been hushed up by the account-holder as the workman concerned belonged to his village. As far as the Bank is concerned, the evidence which is on record clearly goes to show that the workman concerned had taken away the money without following the proper procedure and also without the knowledge of the account-holder. However, for reasons best known to all concerned, no disciplinary action has been taken. Nevertheless, this is a fit case where the Bank authorities could be said to be justified in losing confidence in a workman like the Head Cashier. However, an important factor which has to be kept in mind is that however innocent an order like the present one terminating the services of the workman concerned may look, the Tribunal has to see whether it is hit by the provisions of the Industrial Disputes Act, 1947 especially the definition of the word "retrenchment". Sec. 25F is the relevant section in this behalf which reads as under :—

"25F. No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by the employer until;

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice.

Provided that no such notice shall be necessary, if the retrenchment is under an agreement which specifies a date for the termination of service;

- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette"

Shri Mehta appearing on behalf of the workman concerned drew my attention to the latest decision in the case of Mohan Lal V. Management of Bharat Electronics Ltd., reported in 1981 Lab. I.C. 806. It is a case decided by the Hon'ble Supreme Court wherein Their Lordships were pleased to observe :

"Niceties and semantics apart, termination by the employer of the services of workman for any reason whatsoever would constitute retrenchment except in cases excepted in the section itself. The excepted or excluded cases are where termination is by way of punishment inflicted by way of disciplinary action, voluntary retirement of the workman, retirement of

the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf, and termination of the service of a workman on the ground of continued ill health."

There is also a very recent decision of the Supreme Court in the case of L. Robert D'Souza V. Southern Railway and another, reported in 1982 Lab.I.C. P. 811. In that case, Their Lordships were pleased to observe :—

"If termination of service of a workman is brought about for any reason whatsoever, it would be retrenchment if the case falls within any of the excepted categories, i.e. (i) termination by way of punishment inflicted pursuant to disciplinary action; (ii) voluntary retirement of the workman; (iii) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; (iv) or termination of the service on the ground of continued ill health. Once the case does not fall in any of the excepted categories the termination of service even if it be according to automatic discharge from service under agreement would nonetheless be retrenchment within the meaning of expression in S.2(oo), it must as a corollary follow that if the name of the workman is struck off the roll that itself would constitute retrenchment".

In the above case, it was argued on behalf of the employer that the Court should proceed on the construction of the expression 'retrenchment' as set out in Hariprasad Shukla's case (AIR 1957 SC 121) and ignore the construction of the expression 'retrenchment' put in the decisions of this Court in Sunder Money's case (AIR 1976 SC 1111), Hindustan Steel Ltd. case (AIR 1977 SC 31), Santosh Gupta's case (AIR 1980 SC 1219), Delhi Cloth & General Mills Ltd. case (AIR 1978 SC 8) as being per incuriam. After considering this argument, Their Lordships were pleased to observe :—

"We are not disposed to undertake this recurring futile exercise for the obvious reason that on four different occasions, in Hindustan Steel Limited case, a Division Bench of this Court consisting of Chandrachud, Goswamy and Gupta, JJ, in Sunder Money's case a bench consisting of Chandrachud, Krishna Iyer and Gupta, JJ; in Santosh Gupta's case, a Bench consisting of Krishna Iyer and O Chinnappa Reddy, JJ, and a Bench of two Judges of Gupta, J and one of us in Mohanlal's case (AIR 1981 SC 1253), have repeatedly undertaken this very detailed exercise and held that there is no inconsistency of any nature and kind nor any conflict, contradiction or repugnancy between the decision of the Constitution Bench in Hariprasad Shukla's case and aforementioned later four decisions and they stand in harmony with each other and the later decisions take note of an amendment in the relevant provisions of Industrial Disputes Act and, therefore, the construction put on the expression 'retrenchment' in the aforementioned decisions pronounced the settled view of this Court" * * *

In the light of the above decisions, if the facts of the present case are examined, it appears clearly that in the instant case termination of the services of the workman concerned does not fall within any of the exceptions, or to be precise "excluded categories". Undoubtedly, therefore, termination in this case would constitute "retrenchment". Now it is well settled that if the requirements of a valid retrenchment as laid down in Sec. 25F have not been complied with the order bringing about such termination of services is ab initio void. It appears in the present case that, admittedly, when the services of the workman concerned were terminated, he was not paid any retrenchment compensation or notice as required under Sec. 25(b) and (c) of the Act. The termination of the services of the workman concerned would, therefore, be bad in law. So to say, it would be void ab initio. The result is that the relationship of master and servant is not brought to an end. This is, therefore, a fit case in which the workman concerned should be reinstated on his original post with continuity of service and payment of full back wages.

10. For the reasons stated above, Bank of Baroda is hereby directed to reinstate the workman concerned, Shri D. K. Parikh on his original post with continuity of service. It is further directed that he should be paid by the Bank full wages from the date of termination of his services till the date of his reinstatement, as if his services were never terminated. It is further directed that Shri Parikh shall be reinstated within one month and shall be paid the back wages, as stated above, within two months, from the date of publication of this Award. Considering the circumstances of this case, it is also directed that the Bank shall pay to the workman concerned, Shri Parikh, a sum of Rs. 150 by way of costs of this case.

G. S. BAROT, Presiding Officer

Ahmedabad Dt. 22-11-1982.

[No. L-12012/120/77-D II(A)]

New Delhi, the 27th December, 1982

S.O. 379—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay in the industrial dispute between the employers in relation to the Grindlays Bank Limited, Bombay and their workmen, which was received by the Central Government on the 21-12-1982.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, NO. 2, BOMBAY**

Reference No. CGIT 2/38 of 1982

PARTIES:

Employers in relation to the management of Grindlays Bank Limited, Bombay.

AND

Their Workmen.

APPEARANCES:

For the employer—Shri C. Krishnamurthy, Sub-Manager, Industrial Relations.

For the workmen—Shri P. N. Subramanyan, General Secretary, Grindlays Bank Employees' Union Bombay.

STATE: Maharashtra.

INDUSTRY: Banking.

Bombay, the 6th December, 1982.

AWARD

By their order No. L-12011/64/78-D.IIA dated 19/23-8-1978 the Central Government have referred the following dispute for adjudication under Section 10 (1) (d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the management of Grindlays Bank Limited, Bombay in abolishing two posts of Liftmen at Mahatma Gandhi Road Branch of Bank at Bombay and in withdrawing the special allowance being paid to Shri Baijnath Burdeo for operating the lift at the said branch are justified? If not, to what relief is the workman entitled?"

2. The alleged abolition of the posts of Liftmen and the resultant loss of special allowance payable to a member of sub-staff operating the lift has given rise to the present dispute. It may be mentioned at this stage that though the word Liftman is all along being used, there was no posting as Liftman as such, the members of the sub-staff were asked to operate the lift and were being paid special allowance at the prevalent rates.

One such member is Shri Baijnath Burdeo who by letter dated 3-9-1976, on installation of automatic lifts at the entrance of the building known as M. G. Road building of Grindlays Bank, was told that since new lifts installed are automatic, it is not necessary for Shri Baijnath to work as a liftman and therefore the liftman's allowance which he was drawing till then was withdrawn with effect from 1-9-1976. This intimation invoked protest from the workman concerned as well as the Union to which reference would be made shortly and ultimately this has given rise to the present reference.

3. By their statement of claim Ex. 2/W the Union who is espousing the cause of the workman in question has traced the history and pointed out as to how the business of the Bank has expanded bringing in substantial higher profits. Nevertheless, it is complained that the Bank indulged in reduction in the strength of the employees instead of augmenting the same. It is then stated that the main building of the Grindlays Bank situated at M. G. Road was provided with three lifts one at the main entrance, one in the middle and the third at the rear, which lift was exclusively reserved for the Executives. Similarly the lift at the midst was used for conveying Bank's records. Only the lift at the entrance was made available to the members of staff as well as the members of public visiting the Bank in connection with their work. It is alleged that till the year 1975 though the lifts were automatic and electrically operated they were being operated by the Liftmen. In May, 1975 however, it is alleged, at the entrance two new lifts were installed and the grievance of the Union is that both the lifts were same in all respects compared with the old lift except that the additional operation of collapsible doors was done away with. It is alleged that the old lifts were required to be looked after and operated by the workmen having requisite experience or specially trained for the said purpose and since no post of Liftman existed in the Bank, Sub-staffs were allotted the duties to operate them. Though in the course of hearing, the witnesses examined on behalf of the Union stated that these posts were filled in by seniority in the sense that the senior-most of the members of Sub-Staff happened to run the lifts but it is pertinent to note that in the claim statement, we find no such averment. However nothing much turns on this point and the absence can very well be ignored. It is alleged that on installation of two lifts, when the Bank abolished two posts of liftmen, it really amounted to change in the condition of service attracting the provisions of Section 9A of the Industrial Disputes Act. It is further urged that when new lifts were almost similar to the old ones barring some minor difference, there was really no justification in abolition of the two posts and withdrawal of special allowance payable to the Liftmen, and that this act on the part of the Bank therefore cannot be supported or accepted. It is alleged that even now some work which was performed by the Liftman such as switching on and switching off and looking after the lift remains and as such the post of Liftman cannot be done away with especially when, it is alleged the Bombay Lifts Act, 1939 and the Bombay Lifts Rules 1958, enjoin upon the Bank to appoint Liftmen to operate lifts. It is further contended that Shri Baijnath having worked as Liftman for several years, his working in the said capacity has become a condition of service which cannot be unilaterally altered by the Bank and therefore the direction is sought against the Bank to fill up the posts and start paying the special allowance.

4. By their written statement Ex. 8/M, stated in brief, the plea of the Bank is that on installation of two automatic lifts at the entrance when there remained no need for a person to look after these two lifts, the claim for special allowance, or to that effect, the claim to retain the posts of Liftmen cannot be entertained. It is alleged that when the workman is not performing the duties attracting payment of special allowance, he shall not be entitled to any relief. Therefore the contention that Shri Baijnath or his colleague whosoever he may be should continue to get the special allowance would be unacceptable to the Bank. It is further contended that the two lifts can be operated automatically and therefore no need for any person to attend its operation continuously. The Bank says that though the old lift was dismantled in May, 1975 and the workman was not required to discharge the additional duties of operating the lift and replaced by an automatic lift, the Bank continued to pay the special allowance to Shri Baijnath who alone remained in that capacity till September, 1976 and after he was informed about the prevailing conditions the Bank stopped paying the special allowance. To state in brief the plea of the Bank is that since there is no work of a Liftman, there is no

need to appoint anybody as Liftman and the Bank is relieved of its duties to pay special allowance to such incumbents.

5. On the above pleadings the following issues arise for determination and my findings thereon are :—

| ISSUES | FINDINGS |
|---|-----------------|
| 1. Can the Union challenge the act of the management in abolishing the two posts of liftmen when new automatic lifts have been installed? | No |
| 2. If yes does the Union establish that despite the installation of the two automatic lifts the management should have continued to engage the Liftmen? | No |
| 3. Whether the Bombay Lifts Act, 1939 and the Bombay Lifts Rules, 1958 enjoin upon the Bank to appoint Liftmen to operate automatic Lifts? | No |
| 4. Whether the abolition of the posts of Liftmen amounts to change in the condition of service of the Liftmen? | No |
| 5. If yes, whether the abolition has been validly done? | Does not arise. |
| 6. Whether the Bank has got a right to withdraw the special allowance? | Yes |
| 7. Whether the act of the Bank in abolition of the post of Liftmen and withdrawal of special allowance not justified? | Is justified. |
| 8. If yes, whether the Liftmen are entitled to any relief? | No |
| 9. What award? | As per award |

REASONS

6. Although the difference in new and old lifts, thereby 1 mean lifts at the entrance, the lifts in midst and rear are not being the question of controversy, is described as minor by the Union while pleading their cause, it has transpired in the oral evidence of the witnesses of the Union and the Bank that the old lift though was provided with push button, was having dual control viz push button and or lever, and further it had a collapsible door, which was required to be opened and closed. This closing and opening was a manually performed operation, performed by the liftmen. On installation of the new lifts which are described as automatic lifts by the Bank which statement is not acceptable to the Union which says that there is no material difference between the two, the operation of opening and closing of the doors has become automatic in the sense that when the button in front of the lift on a floor is pushed, the lift arrives at the concerned floor and thereafter the door opens automatically and 10 to 15 seconds after they are also automatically close and thereafter, the incumbent pushes the required button where he intends to go. The manual operation therefore of opening and closing doors is completely eliminated. What is required to be done at the close of the day is that the doors of the lift are to be closed so that no unauthorised user operates the lift and the switch is turned off which work the evidence goes is being done by the Watchman on duty. However the attempt is made to suggest that this was also the work of the liftman. Really speaking the very work could be done by remote control by switching off the current and as such locking of the doors and switching on and off cannot be said to be part and parcel of the operation of the lift, though when liftman was there, he must have been entrusted with this work.

7. Once having noted this difference, which is borne out from the evidence on record, the first question to be determined is whether the Bombay Lift Act, 1939 enjoins upon the Bank to have a liftman in charge of a lift. If the said Act and any rules thereunder or the licence issued under these provisions insisted upon the presence of a liftman there would be no difficulty in accepting the contention of the Union, because the post of Liftman would be under the regulation and the same cannot be allowed to be abolished, much less unilaterally. However what I find is, neither under the Act nor, under the rules there is any provision whereby the Bank was in duty bound to have a liftman posted in such lift. In this connection my attention was drawn to various provisions where there is a reference to a lift operator. In Section 4(4) of

the Bombay Lift Act we find a reference to the maximum number of passengers in addition to the lift operator which the lift can carry. Similarly the Rules, also speak of the liftman. However the licence or Rules do not make it a condition precedent for appointment of liftman. Otherwise of the legislation intended that each lift whether automatic or manually operated must be provided with liftman, we would have found a suitable provision either in the Act or in the Rules or in the Licence issued for the said purpose, but nowhere any such provision is to be noticed. Under Rule 25 (f) of the Bombay Lifts Rules, 1958 referring to automatic (push button operated) lifts, certain requirements have been prescribed but here again we do not notice the presence of liftman made compulsory. The contention therefore of the Union that Bombay Lifts Act, 1939 enjoins upon the Bank to appoint a liftman for operating the lift can never be accepted.

8. There is reference by the Union to the Fire Brigade Rules in the claim statement but at the time of argument no such argument was advanced and we can safely pass on to other subject. Similarly there is plea of violation of Section 33 of the Industrial Disputes Act, but during the course of arguments no such point was raised. The entire question therefore revolves on whether the special allowance payable to the member of sub-staff selected to operate the lift could have been withdrawn. In other words whether such selection and payment of special allowance for several years had made it a condition of service which could not have been altered by the Bank without following the provisions of Section 9A of the Act. Under the said provisions no employer who proposes to effect any change in the conditions of service applicable to any specific category in respect of any matter specified in the Fourth Schedule can do so unless the change is made in the matter specified. At the same time provisions of 9A of the Industrial Disputes Act also contemplate that no notice shall be required for effecting any such change where the change is effected in pursuance of any settlement, award or decision or bipartite settlement, whereby here I mean the settlement in the year 1966 which was entered into by the Bank on one hand and their workmen on the other. So far as the payment of allowance above mentioned the Desai Award recognises the right to receive such payment. However, the bipartite settlement of the year 1966 has made certain variations and in para. 5.3 it is stated that in supersession of paragraph 5.282 of the Desai Award, the special allowance payable to workmen for duties/responsibilities shall be as stated. In the said paragraph while indicating the categories of workmen we find a reference to liftman. Now we are not much concerned with the general rules laid on pages 20, 21 and 22 but under paragraph 5.6 thereof it has been stated that special allowances prescribed are intended to compensate a workman for performance or discharge of certain additional duties and functions requiring greater skill or responsibility, over and above the routine duties and functions of a workman in the same cadre. That till the time Shri Baijnath and his colleague were operating the lifts, they were receiving special allowance for operating the same is an admitted fact. However on installation of two new lifts the Bank withdrew the same, and crucial question is whether Shri Baijnath had a right to continue to receive the special allowance. In this regard we will have to refer to paragraph 5.8 of the Bipartite Settlement which says that a workman shall be entitled to a special allowance if he is required to perform duty/duties and/or undertake the responsibilities listed against the category. Paragraph 5.9 further clarifies that a workman will be entitled to a special allowance only so long as he is in charge of such work or the performance of such duties which attract such allowance. It also lays down that whether a workman can be asked to cease to do such work or discharge such duties and consequently cease to draw such allowance will depend upon the term of the appointment. We have already seen that Shri Baijnath was not posted as a liftman as such but as a member of sub-staff was asked to perform the duties of liftman and he was being paid special allowance. Even after the new lifts came into operation, he continues in service of the Bank that is not for the purpose of operating the lifts but as a member of sub-staff. Recently I am told he has been posted as a Daftary being the seniormost member of the sub-staff.

9. Supervisory allowance was a similar allowance payable to member of clerical staff when such member was entrusted with such duties and when a question arose whether the Bank could discontinue to pay the same. In *State Bank of Bikaner and Jaipur Vs. Khandelwal R.L.* 1968, 111, page 589, when in a proceeding under Section 33C (2) of the Industrial

Disputes Act the Labour Court having granted such allowance, their Lordships of Supreme Court held that the Labour Court committed an error in holding that simply because the respondent was at one time entrusted with supervisory duties, his status as a supervisor must be held to continue, even though in fact he was reverted to do routine work from a particular date. It was therefore held that the Labour Court was wrong in allowing the claim of the applicant. There the question was of supervisory allowance while here the point of controversy is the special allowance payable under the various paragraphs of bipartite settlement. Even then unless the payment is shown to have become a condition of service the stoppage of such allowance cannot be attacked nor the Bank can be directed to re-pay the same. Ultimately it would be a question dependant on facts. Of course the ruling above referred to was mainly on the point regarding the powers and functions of the Labour Court under Section 33C (2) of the Act but then the observations at one stage of the judgement are having a bearing on the facts.

10. We have already seen that under the Bipartite Settlement continuous payment of special allowance is dependant on whether the workman continues to perform the work for which the special allowance is payable. Thus what is incorporated in the Bipartite Settlement must be held to be the condition of service binding not only on the Bank but also on the Union and members. Anything which is contrary to the terms would certainly invoke the provisions of Section 9A of the Act but if there is nothing contrary then the right of the Bank for stoppage of payment of such allowance shall have to be accepted and upheld.

11. The evidence of witnesses S/Shri Baijnath Basudeo, Ex. 12/W and M. D. Kantankar, Ex. 13/W is mostly on the point of alleged similarity in the old and new lifts. The witnesses however admitted the material difference namely when in the old lift the liftman was required to perform the duties of opening and closing the doors or when operated with the help of lever, requiring such operation, all these operations in the new lifts have been done away with and it has been made fully automatic. Shri Kantankar the second witness of the Union has tried to strike a new note that the new lifts are somewhat dangerous, and that the witness was once sucked up inside. However when the lifts are in operation since 1976 and the fact that no accident took place, the fear expressed by Shri Kantankar has no basis. If at all he is so much scared it is better for him to use the staircase and cannot blame the Bank. Therefore the evidence as it stands cannot have that much importance in the case but everything would depend upon whether there still remains any work to be performed by the erst-while Lift Operator calling upon the help of such category.

12. We have already seen that what is now required to be done is that the members of staff or public who visit the Bank are required to push the button of the required floor. Relying on this what was tried to be urged is that instead of asking the liftman to perform the duties, the Bank is asking the members of staff and public to do some duties which still remained to be performed even after the change. Now though the lifts are automatic somebody will have to do some work, but it does not mean it should be done by the lift operator. If anybody wants to operate the lift, he will have to perform requisite operation otherwise he can either stop visiting the Bank or use the Staircase by climbing up to the upper floors. It cannot be therefore stated that the duties of Lift Operator have been distributed amongst the users of the lift. Similarly as already pointed out, the switching on and off the current, locking the doors of the lift cannot be said to be the work of lift operator alone so that when that work has remained it should justify the requirement of lift operator. Watchman is appointed to look after the property of the Bank and since he must be locking various doors and if in pursuance of those duties if he also closes the doors of the lifts, it cannot be said that new work has been created or that part of the work of liftman was passed on to such Watchman. It is also pertinent to note that no such watchman has come forward saying that he is discharging additional duties or is burdened with new duties.

13. What is therefore to be noticed is that on installation of two automatic lifts, there remained no need to have liftman and if therefore by letter dated 3-9-1976 Ex. 4/W, he was told that it was not necessary to work as a liftman, neither Section 9A of the I. D. Act would be attracted nor thereby the Bank

can be said to have contravened the terms of bipartite settlement or award or some such mandatory requirements. The workman, as stated in para. 5.9 of the Bipartite settlement, will be entitled to a special allowance only so long as he is in charge of such work or the performance of such duties which attract such allowance and when Shri Baijnath no longer is in charge, he cannot expect the Bank to continue to pay the allowance. That profits are mounting and the business of the Bank is expanding have nothing to do with the right of the erst-while liftman to claim the allowance which is linked with the performance of the duties and nothing else like the profits of the Bank.

14. It was tried to be urged that in some other buildings with similar type of lifts, the management there has not discontinued the posts of Liftman. Everything depends upon the nature of lifts and also depends upon various factors that might have been taken into consideration by the management, and no comparison is possible.

15. When no provisions of Bombay Lift Act is contravened, when under the Bipartite settlement such a right is linked with the duties, and when same is not shown to be a condition of service, stoppage of special allowance after discontinuance of the posts of liftman and reversion of Shri Baijnath to the original post of member of sub-staff cannot be said to be wrongful nor can it be said to be depriving the erst-while liftman of any allowance to which he is entitled, and therefore the act in abolishing the posts of liftman in the new circumstances, cannot be said to be unjustified.

Award accordingly.

No order as to costs.

M. A. DESHPANDE, Presiding Officer

[No. L-12011/68/78-D. II(A)]

New Delhi, the 6th January, 1983

S.O. 380.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the American Express International Banking Corporation, Calcutta, and their workmen, which was received by the Central Government on the 20th December, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Reference No. 16 of 1974

PARTIES :

Employers in relation to the management of American Express International Banking Corporation;

AND

Their workmen.

APPEARANCES :

On behalf of Employers—Mrs. M. S. Bala, Advocate

On behalf of workmen—Mr. J. M. Halder, Advocate.

STATE : West Bengal

INDUSTRY : Banking

ORDER

The following dispute was referred to this Tribunal for adjudication by the Government of India, Ministry of Labour, vide Order No. L-12012/24/74-I.R.III dated 21st October, 1974.

"Whether the action of the management of Messrs American Express International Banking Corporation in terminating the services of Sarvashri Mohit Mohan De, Dilip Kumar Sengupta, Jayan Rajan Sarkar,

Achinta Ranjan Roy Mitra and Dilip Kumar Sett by abolition of the pool from the 1st January, 1974 is justified and legal? If not, to what relief are they entitled?"

2. Both parties state that the instant reference case (No. 16 of 1974) has been quashed by the Hon'ble High Court of Calcutta vide C.R. No. 1284(W) of 1975 reported in 1979 (1) C.L.J. 266

3 In view of the above, the case is disposed of in terms of the High Court order and hence no question of any award being passed now arises.

Order Accordingly.

Dated, Calcutta.

The 10th December, 1982.

M. P. SINGH, Presiding Officer.

[No. L-12012(24)/74-D.II(A)]

S.O. 381.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Allahabad Bank, Gauhati, and their workmen, which was received by the Central Government on the 28th December, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,

CALCUTTA

(CAMP : GAUHATI)

Reference No. 81 of 1980

PARTIES :

Employers in relation to the management of Allahabad Bank, Gauhati

AND

Their Workmen.

APPEARANCES :

On behalf of Employers--Mr. M. R. Sarbadhikari Chief Law Officer.

On behalf of Workmen--Mr. Man Mohan the concerned workman

STATE : Assam

INDUSTRY : Banking.

AWARD

The following dispute was referred to this Tribunal for adjudication by the Government of India, Ministry of Labour, by its Order No. L-12012/200/79-D.IIA dated 7th October, 1980 :

"Whether the action of the management of Allahabad Bank, Regional Office, Gauhati in terminating the services of Shri Man Mohan Typist with effect from 22-3-1979 is justified? If not to what relief is the workman concerned entitled?"

2. Man Mohan was admittedly appointed as a Typist under the management of Allahabad Bank, Gauhati (briefly, the Bank). According to the Bank his engagement was only casual in nature based on daily requirement if any, on different occasions, during March, 1978 to March, 1979 and not regular or even temporary for any certain period of time and, therefore, he had no right to raise industrial dispute under Section 2A of the Industrial Disputes Act. It has further said that he has not completed 240 days' work during a period of 12 calendar months, that he has actually worked only for 199 days between March, 1978 and February 1979. The Bank further states in their written statement that the concerned workman being now a permanent employee of the State Bank of India was no longer a workman of Allahabad Bank and had no locus standi to pursue this dispute.

3. The case of Man Mohan is that he had actually worked under the Bank against a permanent vacancy for 304 days in a calendar year i.e. with effect from 21 March 1978 to 21 March 1979 and that he was not allowed to work from 22 March 1979 and his service was terminated without any reason and without notice and without any payment and therefore the termination/retenchment was illegal. He has further stated in his written statement that he has joined the service under the State Bank of India with effect from 18th June, 1980 and hence he does not want any reinstatement. He wants only full backwages with all service benefits admissible in law.

4. In this case all the main facts are clear and proved. The concerned workman was admittedly in the employment of the Bank as a Typist for a period of one year from 21 March, 1978 to 21 March, 1979. It is admitted by the Bank before me during the course of argument that Man Mohan was a temporary employee. This fact is also proved by a number of vouchers, Ext. M-3. But it is contended by the Bank that Man Mohan had worked only 199 days during the calendar year and not for 240 days within the meaning of Section 25B of the Industrial Disputes Act and so he was not entitled to any retrenchment compensation. The argument is not correct. The Bank admitted in the conciliation proceedings before the ALC(C), Gauhati that Man Mohan had worked for about 306 days vide Ext. W-3 which is a Report of ALC(C), Gauhati dated 23-11-79. In view of that admission it has to be held that there is no substance in the contention of the Bank. I hold that Man Mohan had worked for more than 240 days in a calendar year and so he was entitled to retrenchment compensation etc. under Section 25F of the Industrial Disputes Act at the time of termination of his service. The contention is rejected.

5. It is next contended by the Bank that Man Mohan had claimed to have worked for 306 days before ALC(C), Gauhati but in the written statement filed before this Tribunal he claim to have worked only for 304 days. Suffice to say that this is a minor contradiction.

6. Another argument of the Bank is that the concerned workman does not want reinstatement and, therefore, only the relief of back wages cannot be granted. This argument is devoid of any merit. Neither any provision of law nor any authority has been cited before me in support of this queer contention. I am of opinion that relief of back wages can be granted even if no reinstatement is ordered. The contention is rejected.

7. Admittedly the provisions of Section 25F of the Industrial Disputes Act, 1947 were not complied with. Retrenchment to be valid must comply with three conditions set out in S. 25F. They are, (a) subject to the proviso to clause (a), one month's notice in writing specifying the reasons for retrenchment or wages in lieu of notice; (b) compensation to be paid according to the measure provided in the clause, the payment to be simultaneous with the retrenchment; and (c) the notice in the prescribed manner to be served on the appropriate Government. As already stated one month's notice or wages in lieu thereof was not given. No retrenchment compensation was paid at the time of termination of his service. Section 25F therefore was clearly contravened. It is now well settled that non-compliance of the provisions of 25F would render termination of service invalid and void and the retrenchment being invalid in law cannot be said to have terminated the relationship of employer-employee and the workman, therefore, is entitled to reinstatement with continuity of service and recover his full wages from the date of retrenchment to the date of reinstatement. But in the instant case the concerned workman, namely Man Mohan himself does not want reinstatement as he has already joined service in the State Bank of India with effect from 18-6-80. So the relief of reinstatement is not granted to him. However, I would grant the relief of full back wages to him from 22nd March, 1979 to 17 June, 1980 with all the service benefits which may be admissible to him.

8. In the result my Award is that the action of the management of Allahabad Bank, Regional Office, Gauhati in terminating the services of Sri Man Mohan Typist with effect from 22nd March, 1979 is not justified. It follows that the concerned workman namely Man Mohan is entitled to full

back wages with all service benefits admissible as per rules of the Allahabad Bank with effect from 22nd March, 1979 to 17th June, 1980.

Dated, Camp : Gauhati,

The 18th December 1982.

M. P. SINGH, Presiding Officer
[No. L-12012(200)/79-D.II(A)]
N. K. VERMA, Desk Officer

New Delhi, the 24th December, 1982

S.O. 382.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad in the industrial dispute between the employers in relation to the management of Central Automobile Workshop of Messrs Bharat Coking Coal Limited, Godhur Area No. VI, Post Office Kusunda, District Dhanbad and their workmen, which was received by the Central Government on the 22nd December, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Sec. 10(1)(d) of the

Industrial Disputes Act, 1947

Reference No. 16 of 1982

PARTIES :

Employers in relation to the management of Central Automobile Workshop of M/s. Bharat Coking Coal Limited, Godhur Area No. IV, Post Office Kusunda, Dist. Dhanbad

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri R. S. Murthy, Advocate.

For the Workmen—Shri Lalit Burman, Vice-President, United Coal Workers Union.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated the 17th December, 1982

AWARD

The present reference arises out of Order No. L-20012-(343)/81-D.III(A), dated, the 16th February, 1982, passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows:

"Whether the action of the management of Central Automobile Workshop of Messrs Bharat Coking Coal Limited, Godhur in not regularising Shri R. N. Dutta in the post of Store Keeper (Clerical Grade-II), from January, 1976 and in subsequently reverting him as Auto Helper (Category-II) with effect from the 25th May, 1981, is justified? If not, to what relief is the workman concerned entitled?"

2. The dispute has been settled out of Court. A memorandum of settlement dated 17-12-1982 has been filed in Court. I have gone through the terms of the settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the memorandum of settlement. I accept it make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under section 15 of the Industrial Disputes Act, 1947.

MANORANJAN PRASAD, Presiding Officer.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of Ref. No. 16 of 1982

PARTIES :

Employers in relation to the management of Central Automobile Workshop Godhur of M/s. Bharat Coking Coal Limited.

AND

Their Workmen.

JOINT PETITION OF COMPROMISE

The parties above-named most respectively beg to submit—

1. That during the pendency of the above Reference the parties have mutually discussed over the disputes in question for an amicable settlement.

2. That as a result of mutual discussions and negotiations, the parties have decided to settle the instant disputes on the following terms and conditions :—

TERMS OF SETTLEMENT

(i) The management of the Central Automobile Workshop, Godhur of M/s. Bharat Coking Coal Limited shall regularise the services of the concerned workman Shri R. N. Dutta (Auto-Helper) as a Store-Keeper in clerical Grade-II (in the scale of Rs. 508-23-692-29-808/- basic per month of NCWA-II) with the basic pay of Rs. 623/- per month with effect from 1-4-1982.

(ii) That Shri R. N. Dutta, the workman concerned shall be given notional seniority in the post of Store-keeper, Grade-II for the purpose of promotion and other purposes from 1-9-76.

(iii) That as per earlier commitment the management shall pay to the concerned workman the difference of wages between the initial basic pay of Clerical Gr. II and Daily-rated Cat. II for the period from 27-1-76 to 31-3-82, as per Calculation, within 30 (Thirty) days from the date of this settlement.

(iv) That the above terms settle all the claims of the workman concerned arising out of the present case/Reference.

3. That the parties jointly pray that the Hon'ble Tribunal may be pleased to accept the above terms of settlement as fair and responsible, and may be pleased to pass an Award in terms thereof.

Dated : 17th December 1982.

2. (R. N DUTTA),

Workman Concerned.

For the Management
1. (E. B. JOHN),
Sr. Transportation Officer
Transportation Department.

1. (Lalit Burman),

Vice President

United Coal Workers Union.

2. Ral S. Murthy (Advocate)

For Employers.
[No. L-20012/343/81-D.III(A)]
A. V. S. SARMA, Desk Officer

नई दिल्ली, 28 दिसम्बर, 1982

कां० 383:—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (6) के उपबन्धों के अनुसरण में भारत सरकार के भ्रम संवादन की अधिसूचना संख्या कां० 2536, तारीख 25 जून, 1982 द्वारा उक्त अधिनियम की धारा 2 के खंड (ख) में यथापरिभाषित वैकिंग कम्पनी द्वारा चलाये जा रहे वैकिंग उद्योग को उक्त अधिनियम के प्रयोजनों के लिये 29 जून, 1982 से छः मास की कालावधि के लिये लोक उपयोगी सेवा घोषित किया था ;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिये बढ़ाया जाना अपेक्षित है ;

अतः, अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिये 29 दिसम्बर, 1982 से छः मास की और कालावधि के लिये लोक उपयोगी सेवा घोषित करती है।

[संख्या एल०-11017/9/31-डी०-1(ए०)]

एल०के० नारायणन, अवसर सचिव

New Delhi, the 28th December, 1982

S.O. 383.—Whereas the Central Government having been satisfied that the public interest so required had in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour No. S.O. 2536 dated the 25th June, 1982 the Banking Industry carried on by a Banking Company as defined in clause (bb) of section 2 of said Act to be a public utility service for the purposes of the said Act, for a period of six months, from the 29th June, 1982.

And whereas the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 29th December, 1982.

[No. S. 11017/9/81-D.I(A)]

I. K. NARAYANAN, Under Secy.

नई दिल्ली, 30 दिसम्बर, 1982

कां० 384:—केन्द्रीय सरकार, उपधान संदाय अधिनियम, 1972 (1972 का 39) की धारा 1 की उपधारा (3) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, ऐसी

कम्पनियों, सोसाइटियों, संगमों अथवा मंडलियों को, जो किसी भी रंगस्थली में सर्फ का प्रदर्शन करती हैं और दर्शकों तथा श्रोतागणों से इस प्रकार की प्रदर्शनी में प्रवेश पाने के लिये प्रवेश-शुल्क लेती हैं और जिनमें दस या अधिक व्यक्ति नियोजित हैं या पूर्ववर्ती बारह मास के दौरान किसी दिन नियोजित थे, ऐसे स्थापनों के वर्ग के रूप में विनिर्दिष्ट करती हैं, जिन्हें उक्त अधिनियम इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से लागू होगा।

[सं० एस०-70018/4/81-एफ०पी०जी०]

पी० सिन्हा, उप-सचिव

New Delhi, the 30th December, 1982

S.O. 384.—In exercise of the powers conferred by clause (c) of sub-section (3) of section 1 of the Payment of Gratuity Act, 1972 (39 of 1972), the Central Government hereby specifies companies, societies, associations or troupes which give any circus performance in any arena and require payment for admission into such exhibition as spectators or audience and in which ten or more employees are employed or were employed, on any day of the preceding twelve months, as a class of establishments to which the said Act shall apply with effect from the date of publication of this notification in the Official Gazette.

[File No. S. 70018/4/81-FPG]

P. SINHA, Dy. Secy.

New Delhi, the 30th December, 1982

S.O. 385.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Messrs M. S. Dev, Inganijharan Mangancse Mines P.O. Barbil and their workmen, which was received by the Central Government on the 24th December, 1982.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.)
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

JABALPUR (M.P.)

Case No. CGIT/LC(R) (1 of 1968)/(63 of 1982)

PARTIES :

Employers in relation to M/s. M. S. Dev, Inganijharan Mangancse Mine P.O. Barbil, Distt. Barbil (Orissa) and their workmen represented through the Keonjhar Mines & Forest Workers Union, P.O. & District Barbil (Orissa).

APPEARANCES :

For Employer—Shri S. S. Mukherji, Advocate.

For Union—Shri H. Behra.

INDUSTRY : Manganese Ore

DISTRICT : Barbil
(Orissa)

AWARD

Dated, December 15, 1982

This is a reference made by the Government of India in the Ministry of Labour vide its order No. F. 37/22/67/

LRI dated 28-12-1967, for the adjudication of the following dispute as mentioned in Schedule II to the order of reference relating to the workmen employed in the Iron Ore Mines of the employers mentioned in Schedule I below :—

SCHEDULE I

1. M/s. S. Lal & Company (P) Ltd., Barbil.
2. M/s. B. Patnaik Mines (P) Ltd., Sarenda Barbil.
3. M/s. Hindustan General Electrical Corporation (P) Ltd. Barbil.
4. M/s. B. N. Sarenda, Mine Owner, Murgabera Iron Ore Mines Chaibasa.
5. M/s. K. N. Ram & Company, Roida Iron Mines, Barbil.
6. M/s. K. N. Ram & Co., Roida Manganese Mine Barbil.
7. M/s. M. L. Rungta & Co., Mine Owner, Chaibasa.
8. M/s. L. N. Bhanj Deo, Inganijharan Iron & Manganese Mine, Inganijharan.
9. M/s. M. S. Dev, Inganijharan Manganese Mine P.O. Barbil.
10. M/s. Sabita Roy ITO, Jolhari Iron & Manganese Mine, Jojang.
11. M/s. N. H. Rehman, Guwal. Iron Mine, Guwali.
12. M/s. N. H. Fegrade Nadhi Iron Mine, Barbil.
13. M/s. Orissa Minerals Development Co. Ltd., Nalda, Barbil.
14. M/s. Mining & Transporting Co. Barbil.

SCHEDULE II

Whether the demands of the workman employer in the Iron Ore Mines of the management whose names are specified in Schedule I for implementation of the recommendations of the Central Wage Board for the iron Ore Mining Industry are justified? If so, to what relief are they entitled and from what date?

3. Out of the 14 employers mentioned in Schedule I to the order of reference my predecessor had recorded Part I Award on 4-1-1972 in respect of employer No. 1 viz. M/s. S. Lal and Company (P) Ltd. Barbil. Subsequently my predecessor after spitting up some employers and registering their cases separately given awards on 28-2-1978 in respect of the following employers :—

1. M/s. B. Patnaik Mines (P) Ltd. (Employer No. 2 Case No. 1 of 1968/10 of 1978).
 2. M/s. K. N. Ram and Co., Roida Iron Mine, Barbil (Employer No. 5-Case No. 1 of 1968/11 of 1978).
 3. M/s. Orissa Minerals Development Company Ltd., Nalda, Barbil (Employer No. 13-Case No. 1 of 1968/12 of 1978).
 4. M/s. Mining and Transporting Company Barbil (Employer No. 14-Case No. 1 of 1968/13 of 1978).
4. I have recorded my awards in respect of following employers no. 3, 4, 7, 8, 10 on 25-11-1982 and employers no. 11 and 12 on 26-11-1982 :—
1. M/s. Hindustan General Electrical Corporation (P) Ltd. Barbil (Employer No. 3-Case No. 1 of 1968/58 of 1982).
 2. M/s. B. N. Sarenda, Mine Owner, Murgabera Iron Ore Mines, Chaibasa (Employer No. 4-Case No. 1 of 1968/59 of 1982).
 3. M/s. M. L. Rungta & Co., Mine Owner, Chaibasa (Employer No. 7-Case No. 1 of 1968/61 of 1982).
 4. M/s. L. N. Bhanj Deo Inganijharan Iron & Manganese Mine, Inganijharan (Employer No. 8-Case No. 1 of 68/62 of 1982).

5. M/s. Sabita Roy, I.T.O., Jolhari Iron & Manganese Mine, Jojang (Employer No. 10-Case No. 1 of 1968/64 of 1982).

6. M/s. N. H. Rehman, Guwali Iron Mine, Guwali (Employer No. 11-Case No. 1 of 1968/66 of 1982).

7. M/s. M. H. Fegrade, Nadhi Iron Mine, Barbil (Employer No. 12-Case No. 1 of 1968/66 of 1982).

5. Now the dispute remain in respect of the following two employers i.e. Employers No. 6 and 9 :—

1. M/s. M. S. Dev, Inganijharan Manganese Mine, P.O. Barbil (Employer No. 9).

2. M/s. K. N. Ram & Co., Roida Manganese Mine, Barbil (Employer No. 6).

6. The proceedings were stayed by an injunction order passed by the Calcutta High Court at the instance of some of the employers. Subsequently, the Calcutta High Court modified its injunction order and vacated the stay order in respect of some of the employers. Therefore, as aforesaid, my predecessors passed awards in respect of Employers No. 1, 2, 5, 13 and 14. But the proceedings remain stayed in respect of the remaining nine employers till 31-3-1982 when the Dy. Registrar, High Court, Appellate Side, Calcutta informed this Tribunal that the Civil Rule No. 5672(W) of 1968 was discharged on 26-3-1979. Prior to this information by the Dy. Registrar, this Tribunal had no information either from any party or from the Calcutta High Court about the discharge of the above Civil Rule. Thereafter the remaining nine employers and the Union were noticed to appear at Puri on 18-5-1982 for hearing of the case, but none appeared from either side either on 18-5-1982 or 19-5-82 and 20-5-1982. The case was, therefore, closed for orders. Even after the close of the case for orders no communication from any of the parties has been received till 24-11-1982. Therefore, as aforesaid, I have passed my awards in respect of employers no. 3, 4, 7, 8, 10 (on 25-11-82), 11 and 12 (on 26-11-1982).

7. The Union has filed written statements against all the employers including the present employer No. 9 M/s. M. S. Dev Inganijharan Manganese Mine. Management has filed written statement as well as rejoinder to the written statement of the Union.

8. The statement of workman make a number of demands against the management which are denied on various grounds. It is also contended by the management that it has a Manganese Mine only and the reference has been made in respect of Iron Ore Mining Industry. Therefore the reference made by the Central Government is not maintainable in respect of Manganese Mine of the management.

9. From the dispute referred to this Tribunal for adjudication and the statement filed by the Union it is manifest that the dispute is with regard to the justification or otherwise of the demands made by the Union for implementation of the recommendations of Central Wage Board for Iron Ore Mining Industry and not relating to any Manganese Ore Mining Industry owned by the employer. I, therefore, hold that the reference relating to M/s. M. S. Dev, Inganijharan Manganese Mine is not maintainable and make my award accordingly.

S. R. VYAS, Presiding Officer

[F. No. 37/22/67-LRI]

S.O. 386.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Messrs K. N. Ram and Company, Roida Manganese Mine, Barbil and their workmen, which was received by the Central Government on 24th December, 1982.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) (1 of 1968) (60 of 1982)

PARTIES :

Employers in relation to M/s. K. N. Ram & Co., Rodia Manganese Mine, Barbil and their workmen represented through the Keonjhar Mines & Forest Workers Union, P.O. & District Barbil (Orissa).

APPEARANCES :

For Employer—Shri S. S. Mukerji, Advocate.

For Union—Shri H. Behra.

INDUSTRY : Manganese Ore **DISTRICT :** Barbil (Orissa).

AWARD

Dated : December 15, 1982

This is a reference made by the Government of India in the Ministry of Labour vide its Order No. F. No. 37/22/67/LRI dated 28-12-1967, for adjudication of the following dispute as mentioned in Schedule II to the order of reference relating to the workmen employed in the Iron Ore Mines of the employers mentioned in Schedule I below :—

SCHEDULE I

1. M/s. S. Lal & Company (P) Ltd. Barbil.
2. M/s. B. Patnaik Mines (P) Ltd. Sarenda, Barbil.
3. M/s. Hindustan General Electrical Corporation (P) Ltd. Barbil.
4. M/s. B. N. Sarenda, Mine Owner, Murgabera Iron Ore Mines, Chaibasa.
5. M/s. K. N. Ram & Company, Rodia Iron Mines, Barbil.
6. M/s. K. N. Ram & Co. Roida Manganese Mine, Barbil.
7. M/s. M. L. Rungta & Co., Mine Owner, Chaibasa.
8. M/s. L. N. Bhanj Deo, Inganijharan Iron & Manganese Mine, Inganijharan.
9. M/s. M. S. Dev. Inganijharan Manganese Mine, P.O. Barbil.
10. M/s. Sabita Roy, I.T.O., Jolari Iron & Manganese Mine, Jojani.
11. M/s. N. H. Rehman, Guwali Iron Mine, Guwali.
12. N. H. Fegrade Nadhi Iron Mine, Barbil.
13. M/s. Orissa Minerals Development Co. Ltd., Nalda, Barbil.
14. M/s. Mining & Transporting Co., Barbil.

SCHEDULE II

Whether the demands of the workmen employed in the Iron Ore Mines of the management whose names are specified in Schedule I for implementation of the recommendations of the Central Wage Board for the Iron Ore Mining Industry are Justified? If so, to what relief are they entitled and from what date?

2. Out of the 14 employers mentioned in Schedule I to the order of reference awards in respect of 13 employers i. e. Employers No. 1, 2, 3, 4, 5, 7, to 14, have already been recorded by my predecessors and also by me on different dates. Now the dispute in respect of the present employer No. 6, M/s. K.N. Ram & Co., Rodia Manganese Mine, Barbil, remains to be decided

3. In this case the management has filed written statement and has raised a number of objections against the demands of the workmen. In para 13 of its written statement the management has contended that it has both Iron Mine as well Manganese Mine, the name of M/s. K. N. Ram and Company has been mentioned both at serial No. 5 and 6 of the Schedule

I and that since the present reference relates to the demands made by the Union against the managements of Iron Ore Mining Industry only, the employer i.e. M/s. K.N. Ram & Co., Roida Manganese Mine, Barbil (mentioned as employer No. 6 of Schedule I) should be deleted. It appears that for the above mentioned reasons the Union did not chose to file any written statement against the Manganese Mine of M/s. K.N. Ram & Co. (Employer No. 6). It may be mentioned here that the Union had filed written statement raising demands against M/s. K.N. Ram & Co. in respect of Iron Ore Mine. The dispute between the workmen and M/s. K.N. Ram & Company, Rodia Iron Mine, Barbil was mutually settled between them on 24-5-1969 and an award was passed by predecessor on 28-2-1978.

4. From the dispute referred to this Tribunal for adjudication it is manifest that the dispute is with regard to the justification or otherwise of the demands made by the Union for implementation of the recommendation of Central Wage Board for Iron Ore Mining Industry and not relating to any Manganese Ore Mining Industry owned by the employer. I, therefore, hold that the reference relating to M/s. K.N. Ram & Company, Rodia Manganese Mine, Barbil is not maintainable and make my award accordingly.

S. R. VYAS, Presiding Officer,

[F. No. 37/22/67-LRI]

New Delhi, the 4th January, 1983

S.O. 387.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of M/s. N. H. Rehman, Guwali Iron Mine, Guwali and their workmen, which was received by the Central Government.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) (1 of 1968/65 of 1982)

PARTIES:—

Employers in relation to the management of M/s. N. H. Rehman, Guwali Iron Mine, Guwali and their workmen represented through the Keonjhar Mines & Forest Workers Union, P.O. and District Barbil (Orissa).

APPEARANCES :

For Employers—Shri S. S. Mukerji, Advocate.

For Union—Shri H. Behra.

INDUSTRY : Iron Ore **DISTRICT :** Barbil (Orissa)

AWARD

Dated : November 26, 1982

This is a reference made by the Government of India in the Ministry of Labour vide its Order No. F. 37/22/67/LRI dated 28-12-1967, for the adjudication of the following dispute as mentioned in Schedule II to the order of reference relating to the workmen employed in the Iron Ore Mines of the employers mentioned in Schedule I below :—

SCHEDULE I

1. M/s. S. Lal & Company (P) Ltd., Barbil.
2. M/s. B. Patnaik Mines (P) Ltd., Sarenda, Barbil.
3. M/s. Hindustan General Electrical Corporation (P) Ltd. Barbil.
4. M/s. B. N. Sarenda, Mine Owner, Murgabera Iron Ore Mines, Chaibasa.
5. M/s. K. N. Ram & Co. Roida Iron Mine, Barbil.
6. M/s. K. N. Ram & Co., Roida Manganese Mine, Barbil.
7. M/s. M. L. Rungta & Co. Mine Owner, Chaibasa.

8. M/s. L.N. Bhanj Deo, Inganijharan Iron and Manganese Mine, Inganijharan.
9. M/s. M.S. Dev, Inganijharan Manganese Mine, P.O. Barbil
10. M/s. Sabita Roy, I.T.O., Jolhari Iron & Manganese Mine, Jojang.
11. M/s. N.H. Rehman, Guwali Iron Mine, Guwali.
12. M/s. N.H. Fegrade, Guwali Iron Mine, Guwali.
13. M/s. Orissa Minerals Development Co. Ltd., Barbil.
14. M/s. Mining & Transporting Co., Barbil.

SCHEDULE II

Whether the demands of the workmen employed in the Iron Ore Mines of the Managements whose names are specified in Schedule I for implementation of the recommendations of the Central Wage Board for the Iron Ore Mining Industry are justified? If so, to what relief are they entitled and from what date?

2. Out of the 14 employers mentioned in Schedule I to the order of reference my predecessor has recorded Part I award on 4-1-1972 in respect of Employer No. 1 viz. M/s. S. Lal & Company (P) Ltd., Barbil. Subsequently my predecessor after splitting up some employers and registering their cases separately passed awards on 28-2-1978 in respect of the following employers :—

1. M/s. B. Patnaik Mines (P) Ltd. (Employer No. 2 Case No. 1 of 1968/10 of 1978)
2. M/s. K.N. Ram & Co., Roida Iron Mine, Barbil (Employer No. 5—Case No. 1 of 1968/11 of 1978).
3. M/s. Orissa Minerals Development Company, Nalda Barbil (Employer No. 13—Case No. 1 of 1968/12 of 1978).
4. M/s. Mining and Transporting Company Barbil (Employer No. 14—Case No. 1 of 1968/13 of 1978).

3. I have recorded my awards in respect of the following employers on 25-11-1982 :—

1. M/s. Hindustan General Electrical Corporation (P) Ltd. Barbil (Employer No. 3—Case No. 1 of 1968/58 of 1982).
2. M/s. B.N. Sarendra & Co., Roida Iron Mines, Barbil (Employer No. 4—Case No. 1 of 1968/59 of 1982).
3. M/s. M.L. Rungta & Co., Mine Owner, Chaibasa (Employer No. 7—Case No. 1 of 1968/61 of 1982).
4. M/s. L.N. Bhanj Deo, Inganijharan Iron & Manganese Mine, Inganijharan (Employer No. 8—Case No. 1 of 1968/62 of 1982).
5. M/s. Sabita Roy, I.T.O., Jolhari Iron & Manganese Mine, Jojang (Employer No. 10—Case No. 1 of 1968/64 of 1982).

4. In this case the management of M/s. N.H. Rehman, Guwali Iron Ore Mine, Guwali has not submitted the written statement. The Union has filed its written statement against the aforesaid employer. But for the reasons given in the award passed on 25-11-82 in Ref. Case No. 1 of 1968/58 of 1982, the award in this case is as under :—

The demands made by the workers of M/s. N.H. Rehman, Guwali Iron Mine, Guwali, are not justified and they are not entitled to any relief. No order as to costs.
26-11-82.

S. R. VYAS, Presiding Officer
[F. No. 37/22/67-LRI]

S.O. 388.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute

between the employers in relation to the management of Messrs Hindustan General Electrical (P) Limited, Barbil and their workmen represented through the Keonjhar Mines & Forest Workers Union, P.O. & District Barbil which was received by the Central Government.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. COIT/LC(R)(1 of 1968)/(58 of 1982).

PARTIES :

Employers in relation to M/s. Hindustan General Electrical (P) Ltd., Barbil and their workmen represented through the Keonjhar Mines & Forest Workers Union, P.O. & District Barbil (Orissa).

APPEARANCES :

For Employers.—Shri K. C. Nandkeolay.

For Union.—Shri H. Behra.

INDUSTRY : Iron Ore DISTRICT : Barbil (Orissa)

AWARD

Dated, the 25th November, 1982

This award will also govern the dispute between the Employer Nos. 4, 7, 8, 10, 11 & 12 (mentioned in Schedule I to the order of reference) and their workmen.

2. This is a reference made by the Government of India in the Ministry of Labour vide its Order No. F. No. 37/22/67/LRI dated 28-12-1967, for the adjudication of the following dispute as mentioned in Schedule II to the order of reference relating to the workmen employed in the iron Ore Mines of the employers mentioned in Schedule I below :

SCHEDULE I

1. M/s. S. Lal & Company (P) Ltd., Barbil.
2. M/s. B. Patnaik Mines (P) Ltd., Sarendra, Barbil.
3. M/s. Hindustan General Electrical Corporation (P) Ltd., Barbil.
4. M/s. B. N. Sarendra, Mine Owner, Murgabera Iron Ore Mines, Chaibasa.
5. M/s. K. N. Ram & Company, Roida Iron Mines, Barbil.
6. M/s. K. N. Ram & Co. Roida Manganese Mine, Barbil.
7. M/s. M. L. Rungta & Co., Mine Owner, Chaibasa.
8. M/s. L. N. Bhanj Deo, Inganijharan Iron & Manganese Mine, Inganijharan.
9. M/s. M. S. Dev, Inganijharan Manganese Mine, P.O. Barbil.
10. M/s. Sabita Roy, I.T.O., Jolhari Iron & Manganese Mine, Jojang.
11. M/s. N. H. Rehman, Guwali Iron Mine, Guwali.
12. M/s. N. H. Fegrade, Nadhi Iron Mine, Barbil.
13. M/s. Orissa Minerals Development Co. Ltd., Nalda, Barbil.
14. M/s. Mining and Transporting Co., Barbil.

SCHEDULE II

Whether the demands of the workmen employed in the Iron Ore Mines of the management whose names are specified in Schedule I for implementation of the recommendations of the Central Wage Board for the Iron Ore Mining Industry are justified? If so, to what relief are they entitled and from what date?

3. Out of the 14 employers mentioned in Schedule I to the order of reference my predecessor has recorded Part I Award on 4-1-1972 in respect of employer No. 1 viz. M/s. S. Lal and Company (P) Ltd., Barbil. Subsequently my predecessor after splitting up some employers and registering their cases separately passed awards on 28-2-1978 in respect of the following employers :—

1. M/s. B. Patnaik Mines (P) Ltd. (Employer No. 2) (Case No. 1 of 1968/10 of 1978).
2. M/s. K. N. Ram and Co., Roida Iron Mine, Barbil (Employer No. 5)—(Case No. 1 of 1968/11 of 1978).
3. M/s. Orissa Minerals Development Company Ltd., Nalda, Barbil (Employer No. 13)—(Case No. 1 of 1968/12 of 1978).
4. M/s. Mining and Transporting Company, Barbil (Employer No. 14)—(Case No. 1 of 1968/13 of 1978).

4. Now the disputes remain in respect of the following 9 employers i.e. Employer Nos. 3, 4, 6 to 12:—

1. M/s. Hindustan General Electrical Corporation (P) Ltd., Barbil (Employer No. 3).
2. M/s. B. N. Sarenda, Mine Owner, Murgabera Iron Ore Mines, Chaibasa (Employer No. 4).
3. M/s. K. N. Ram & Co. Roida Manganese Mine, Barbil (Employer No. 6).
4. M/s. M. L. Rungta & Co., Mine Owner, Chaibasa (Employer No. 7).
5. M/s. L. N. Bhanj Deo, Inganijharan Iron & Manganese Mine, Inganijharan (Employer No. 8).
6. M/s. M. S. Dev, Inganijharan Manganese Mine, P. O. Barbil (Employer No. 9).
7. M/s. Sabita Roy, I.T.O., Jolhari Iron & Manganese Mine, Jojang (Employer No. 10).
8. M/s. N. H. Rehman, Guwali Iron Mine, Guwali (Employer No. 11).
9. M/s. N. H. Fegrade, Nadhi Iron Mine, Barbil (Employer No. 12).

5. As the dispute between workmen and different establishments is of similar nature it will suffice to narrate the facts given in the written statement of M/s. Hindustan General Electrical Corporation (P) Ltd. Barbil (Employer No. 3).

6. The proceedings were stayed by an injunction order passed by the Calcutta High Court at the instance of some of the employers. Subsequently, the Calcutta High Court modified its injunction order and vacated the stay order. Therefore, as aforesaid, my predecessors passed awards in respect of Employers Nos. 1, 2, 5, 13 and 14. But the proceedings remain stayed in respect of the remaining nine employers till 31-3-1982 when the Dy. Registrar, High Court, Appellate Side, Calcutta informed this Tribunal that the Civil Rule No. 5672 (W) of 1968 was discharged on 26-3-1979. Prior to this information by the Dy. Registrar, this Tribunal had no information either from any party or from the Calcutta High Court about the discharge of the above Civil Rule. Thereafter the remaining nine employers and the Union were noticed to appear at Puri on 18-5-1982 for hearing of the case. But no one appeared from either side either on 18-5-1982 or 19-5-1982 and 20-5-1982. The case was, therefore, closed for orders. It appears that with the lapse of so many years no party is interested in prosecuting this case. Therefore it is no use keeping these cases pending when no party appears to be interested in prosecuting the case.

7. The Union has filed written statements against all the employers including M/s. Hindustan General Electrical Corporation (Employer No. 3) and additional written statement dated 13-4-1968 along with its enclosures.

8. M/s. Hindustan General Electrical Corporation (Employer No. 3) and other employers, except employer No. 11, have filed written statements.

9. No rejoinder has been filed by either of the employers. Union has filed rejoinders against some of the employers' written statements.

10. The statements of the workmen make a number of demands against the managements which are denied on various grounds. The demands relate to the implementation of the Central Wage Board recommendations to various categories of workers. These categories cover different types of workmen. Since after the Central Wage Board recommendations many changes have been made in the wage structure & categories of workmen, it was the duty of the workmen to appear before this Tribunal and place the necessary material before this Tribunal to consider their demands on merit. It is, therefore, evident that both the workers and the Union are now, after such a long lapse of time, not interested in prosecuting their disputes. Accordingly my award is that the demands of the workmen employed with M/s. Hindustan General Electrical Corporation (P) Ltd., Barbil are not justified and they are not entitled to any relief. There will be no order as to costs.

S. R. VYAS, Presiding Officer

[F. No. 37/22/67/LRI]

S.O. 389.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby Publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Oil and Natural Gas Commission, Eastern Region, Nazira and their workmen which was received by the Central Government on 20th December, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE NO.75 OF 1979

PARTIES :

Employers in relation to the management of ONGC,
Eastern Region, Nazira, Assam

AND

Their Workmen.

APPEARANCES:

On behalf of Employers —Mr. T.K. Jagdeesh, Advocate.

On behalf of Workmen —Mr. S. Roy, Advocate.

STATE : Assam.

INDUSTRY : Oil.

AWARD

Shri K.P. Pillai challenged the validity of an order dated 2/5 April 1976, Ext M-15 passed by the General Manager of Oil and Natural Gas Commission of the Eastern Region, Nazira, Assam (briefly, the Commission) reverting him to his substantive post of rig man from the post of top man to which he had been promoted on probation by order dated 2nd April 1975 (Ext M-3). He alleged that it was a case of victimisation, unfair labour practice and bureaucratic high-handedness during emergency. The ONGC workers Association (in short the Association) sought the intervention of AIC (C), Gauhati by letter dated 25th July, 1978 as the management refused to consider his representation. The conciliation ended in failure. Hence the Central Government by Order No. L-30012/2/78-D III.B dated 17 November 1979 referred the following dispute to this Tribunal for adjudication:—

"Whether the action of the management of Oil & Natural Gas Commission, Eastern Region, Nazira, District

Sibsagar, Assam in reverting Shri K.A. Pillai from Topman to Rigman vide their letter dated 2-4-76 was justified? If Not, to what relief the workman is entitled?"

In my opinion, the answer to the issue must be in the affirmative. The order of reversion, Ext M15 dated 2/5 April 1976 runs as below:—

Shri K.A. Pillai, Rigman (Drill) who was promoted as Topman (Drill) with effect from 10-6-75 (FN) vide this office order No. RECTT/2 (43)/74 dated April 2, 1975, is hereby reverted to the post of Rigman (Drill) with immediate effect as he has not been considered fit and suitable for the above post."

From the above it is quite clear that he was reverted on the ground that he was considered not fit and suitable for the post of Topman. The order is one of reversion simpliciter. There is no stigma attached to his name. He has not been deprived of any future chance of promotion. The appointment by promotion to the post of Topman was merely on probation. In other words, he was appointed on trial basis and he had no right to the post held by him. It seems to me that the order of reversion was in accordance with the condition of promotion of the ONGC (Terms and Conditions of Appointment and Service) Regulations, 1975, Ext M1. Clause 2 of the office order dated 2 April 1975, Ext M3 by which he was promoted on probation reads thus:—

"They will be on probation for a period of one year and their continuance as Topman (Drill) will depend on satisfactory performance of their duties. Competent authority, however, reserves the right to extend the period of probation at his discretion. Failure to complete the probationary period successfully may render them liable for reversion to their original post."

It is not disputed by the union that the aforesaid promotion order was in accordance with the provisions of Clause 10 of the ONGC (Terms and Conditions of Appointment and Service) Regulation, 1975 which deals with "probation". Under that clause the management has clear right to revert a promoted to a lower post without any notice and without any reason being assigned if the concerned employee fails to his probation satisfactorily. Admittedly in the present case Mr. Pillai was suffering from attacks of convulsive disorder from the year 1968. Admittedly it was a prolonged and chronic ailment. That is clear from the own letter of Mr. Pillai dated 24 April 1976, Ext M16, addressed to the General Manager, for reconsideration of his case. He admitted this fact and stated that he was under the treatment of Professor Baikaki of Dibrugarh Medical College and as here was not much improvement in his condition, he was referred to Prof. Towary of Christian Medical College of Vellore who advised him to do only light duty for some time. He also said in that letter that after doing light duty for six months he again consulted the said Doctor who advised him to continue to do light duty for some time more. He made a prayer to the management to permit him to work in general shift duty that is DIYS, Rig building or production or any other section as Topman. The General Manager did not reply as all the matters had already been considered prior to reversion. The medical certificate Ext M-8 dated 17 April 1975 concerning his ailment is of Dr. Mathew J. Chandu, Department of Neurological Sciences, Christian Medical College Hospital, Vellore. Dr. Mathew Advised to avoid night duties for a further period of three years. The fact of suffering from convulsive disorder from 1968 has also been admitted in the written statement of the Association in paragraph 9. It has also been admitted in the own affidavit of Mr. Pillai who examined himself as WW1. The fact of convulsive disorder has further been admitted in Ext M-14 which is a reply of Mr. Pillai to a confidential letter dated 31 July 1975 sent to the General Manager. It also appears that while the matter of reversion was under consideration after the recommendation of the Additional Chief Engineer (Drilling) made on 27 August 1975 to that effect Mr. Pillai was medically examined in June July 1975 and the Medical Board of the Commission found that he was

suffering from Epilepsy which is a recurrent dislocation of shoulder joint vide Ext. M-25. Subsequently the Senior Medical Officer too examined him sometimes in October 1975 and he found that the workman had not been completely relieved of Epilepsy and as such was not suitable for the job with high speed machineries vide Ext. M-26. After this examination Mr. Pillai was on earned leave for 47 days from 8-11-76 to 24-12-76 vide his leave application Ext. M-17 and the leave order Ext. M-18. His disease thus continued for years. Even then the management gave him chance, may be due to inadvantage or administrative slip or deliberate and promoted him in 1975 to the post of Topman by order dated 2 April 1975. Mr. Pillai could not perform his job. He could not work on the rig. He was on leave from 15th April 1975 upto 9th June 1975, that is soon after he was promoted. Even during leave period he suffered from his chronic ailment. He got himself treated at Vellore in April 1975, 12.13 and 14 April are said to be holidays. According to the management Mr. Pillai left for home on 7 April 1975 night and he was to be on leave with effect from 8-4-75, Ext. M9. When he returned from leave he was given light job in Drilling Tools yard section. It appears that during the course of one year i.e. upto the date of reversion he could not perform his duty as a Topman in the operation section of Drilling Department even for a short time. The management says that he did not work even for a day the drilling operations are done through out day and night on all the days of the week. Admittedly Mr. Pillai cannot do the work during night in the operation section of the Drilling Department (that is where rigs are at work), being physically disabled and medically unfit for the same. It was in this back ground that the order of reversion was passed in April 1976.

2. Mr. Roy appearing for the Association contends that Mr. Pillai could be adjusted as topman in any of the other three sections of drilling department, namely Drilling Tools Yard (DIY), or Tubular Repair Shop (TR Shop), or Technical Store Section. It is pointed out that in these sections there was no night shift. Learned Counsel said that only in drilling operation section there are night shifts (vide WW 1K.A. Pillai) and that could be avoided by the management in the case of Mr. Pillai. This submission has no relevancy to the question of legality of the order of reversion. It was purely management function. This tribunal cannot direct the management for posting an employee at a particular place in other department.

3. It is next contended by Mr. Roy for the Association that Mr. Pillai was appointed as a Rigman on 13th July 1964 and there had never been any complaint against his efficiency rather his confidential report for the year ending 31 January 1975 (Ext. M2) shows that he was found reliable conscientious and resourceful. In my opinion, this argument is also of no assistance to him because the reversion was not due to any mental defect but due to his physical disability in doing job of drilling operation. A rigman works at the bottom whereas a topman works at the top of the rig on the platform called monkey Board at the elevation of 25 metres from the surface. As stated by MW1 N.H. Kidwai in his evidence:

"Rig is a complete assembly of equipment for drilling a oil well. It mainly consists of diesel engines, slash pumps, and a tower. The height of the Rig varies from 45 to 27 metres. He stays on the platform called Monkey Board. The Rig man is at the floor, about 2 metre high from the ground. The top man removes the pipe when it is taken out after drilling from the monkey board and the rig man on the ground disconnects the pipe. When there is no work on monkey board the top man will come down to floor and will do the maintenance job of machineries and drilling tool, as would be assigned by the person in-charge. The Topman cannot do work only on the floor without going to the monkey board."

Admittedly Mr. Pillai cannot work in night shift due to his physical ailment. It may be stated here that night shift is a must in drilling operation section. Hence the submission raised on behalf of the Association has no force

4. It was next argued by Mr. Roy that the basis of the order of reversion was the allegation against Mr. Pillai through office Memo dated 31 July, 1975 Ext. M13 that Pillai stated in his application dated 10th June 1975 (Ext M9) that he could not perform duties of Topman. Mr. Roy says that Pillai had made no such statement in his application dated 10th June, 1975—Ext. M9 and that it was merely for acceptance of the joining report. The application has been placed before me. It is true that Mr. Pillai has not said in that application that he was unable to perform the duties of topman. He merely prayed that his joining report may be accepted. He also denied the allegation made by the management against him in his reply dated 13th August 1975, Ext M-14. But I think that merely on this ground it cannot be held that it was a case of victimisation or unfair labour practice or malafide. The management certainly committed mistake in referring to the application dated 10th June, 1975 as having contained the statement to the effect that Pillai was unable to perform his duties as Topman but the central fact stands that Mr. Pillai admitted in other letters or statement that he could not do work in night shift of the drilling operation. The order of reversion cannot be set aside on this ground. The admitted facts and circumstances of the present case clearly go to establish that the order of reversion was passed on the ground of his unsuitability due to his physical disability. A probationer can be so reverted.

5. As pointed out by the Supreme Court in *Union of India v. P. Bhatt*, AIR 1981 Supreme Court, 957 at para 959-60:—

"The law in relation to termination of service of an employee on probation is well settled. If any order terminating the service of a probationer be an order of termination simpliciter without attaching any stigma to the employee and if the said order is not an order by way of punishment, there will be no question of the provisions of Article 311 being attracted."

xx

xx

xx

"Even if misconduct, negligence, inefficiency may be the motive or the inducing factor which influences the authority to terminate the service of the employee on probation, such termination cannot be termed as penalty or punishment. This principle has been clearly enunciated and reiterated in the case of *Oil and Natural Gas Commission v. Dr. Md S. Iskandar Ali* (AIR 1980 SC 1242)."

It may be pointed out that that also was a case of reversion of a probationer Mr. Phatt to the post of an Announcer from the post of a producer. In that case Mr. Bhatt had indulged in loose talks and had used filthy and abusive language against officers of the department. It was argued that the order of reversion was by way of punishment because the authority concerned was determined to punish him because of the loose talks and abusive language. The contention was not accepted. It was held by the Supreme Court, "that even if the conduct of Shri Bhatt in including in loose talks and filthy and abusive language may be considered to be the motive or the inducing factor which influenced the authorities to pass the impugned order, the said order cannot be said to be by way of punishment." This case shows that even if the order of reversion be motivated, the motive is of no consequence. In *R.S. Sial v. State of U.P.*, 1974 Lab IC 858 which was a case of reversion from officiating post to substantive post it was observed :

"It may be taken to be well settled that even though misconduct, negligence, inefficiency or other disqualifications may be the motive or the inducing factor which influences the Government to take action under the express or implied terms of the contract of employment or under the statutory rule, nevertheless if a right exists, under the contract, or the rules to terminate the services the motive operative on the mind of the Government is wholly immaterial (See *Union of India v. R.S. Dhaba*, 1969 3 SCC 603-AIR 1969 NSC 21). The same rule would hold good if the order passed is not for termination of service but for reversion

of a Government servant from higher post to a lower post which he holds in a substantive capacity."

In my opinion the aforesaid principles will apply to the case of a probationer also. In the present case the management had right to revert both under the express terms of the contract as also under the 1975 Regulations.

In *State of Bombay v. F.A. Abraham* AIR 1962 Supreme Court 794 it was observed: "Sometimes a person is given officiating post to test his suitability to be made permanent in it later, and it has been observed that in such a case it is an implied term of the officiating appointment that if he is found unsuitable, he would have to go back. If, therefore, the appropriate authority had found him unsuitable for the higher rank and then revert him back to his original lower rank, the action taken is in accordance with the terms on which the officiating post had been given. It is in no way a punishment and no question of reduction in rank is involved. This principle was followed in *State of Mysore v. M.K. Gadgoli* AIR 1977 SC 1617.

6. In view of the principles laid down by the Supreme Court in the above cases and having regard to the facts and circumstances of this case, I have no hesitation in holding that Sri Pillai could legally be reverted to his substantive post when he was found unsuitable for the higher post. There is absolutely no material on record to prove any malafide on the part of the management. There is no evidence on record to show victimisation or unfair labour practice or any high handedness. Parties have adduced oral evidence in this case. The management has examined MW 1 N. R. Kidwai and MW 2 A.K. Chakraborty. The Association has examined the concerned workman Sri K.A. Pillai MW 1 and 'WW-1' have spoken about the system of work of the Rig in a general way. The evidence of MW 2 is not material to be dismissed. He is merely a formal witness and has proved certain documents including Exts M-25 and M-26.

7. Apropos, my concluded award is that the action of the management of Oil and Natural Gas Commission, Eastern Region Nazira, District Sibsagar in reverting Sri K.A. Pillai from Topman to Rigman vide their letter dated 2nd April 1976 (seems to be a mistake for 2/5 April 1976) was fully justified. It follows that the concerned workman is not entitled to any relief.

Dated Calcutta,
the 9th December, 1982

M.P. SINGH, Presiding Officer

[L-30012/2/78-D-III(B)]

S.O. 390.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Dhanbad in the industrial dispute between the employers in relation to the management of Messrs Parshva Properties Limited and their workmen which was received by the Central Government on 17th December, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

Reference No. 100 of 1979

In the matter of an industrial dispute under S. 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of M/s. Parshva Properties Limited.

AND

Their workmen.

APPEARANCES :

On behalf of the employers.—(1) Shri Govind Das, Bar-at-Law, (2) Shri S. S. Mukherjee, Advocate, (3) Shri B. K. Mukherjee, Advocate.

On behalf of Rohtas Mazdoor Panchayat.—Shri Deoki Nandan Prasad, General Secretary.

On behalf of Rohtas Quarries Mazdoor Sangh.—(1) Shri P. K. Dubey, Advocate (2) Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Limestone

Dhanbad, the 13th December, 1982.

AWARD

This is a reference under S. 10 of the I.D. Act, 1947. The Central Government by its order No. 1-29011/36/78-D.I.I.B dated 31st July, 1979 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

- (i) Whether the demand of workers of Pipradih and Upper Murli Hills limestone quarries of M/s. Parshva Properties Limited for wages, allowances and other benefits as available to the workers in Cement Factories on the basis of Reddy Award, dated 15-10-73, P.A.'s agreement dated 7-5-75 and Arbitration Award of S/Shri G. Ramanujam and R. P. Nivadia dated 26-9-78 for the cement industry is justified? If so to what relief the workers are entitled and from which date?
- (ii) Whether the management is justified in increasing the work-load of the piece-rated workers from 12 M.T. to 15 M.T. per jogar on the basis of mutual agreement dated 17-5-79 with Rohtas Quarries Mazdoor Sangh?
- (iii) Whether the action of the management in dismissing from service Shri Parval Singh and Shri Benerasi Prasad Singh Kamal, helpers w.e.f. 7-11-77 is justified. If not, to what relief the workmen are entitled?"

2. This reference is the result of an industrial dispute raised by Rohtas Mazdoor Panchayat against the management of Pipradih and Upper Murli Hills limestone quarries of M/s. Parshva Properties Limited. The dispute arose as there could be no conciliation settlement between the workers of Pipradih and Upper Murli Hills with M/s. Parshva Properties Ltd. In course of this proceeding another union of workers viz. Rohtas Quarries Mazdoor Sangh was added as a party. The two unions and the limestone company aforesaid filed their respective written statement and rejoinders. Further in course of the proceeding the Parshva Properties Ltd., wanted addition of Parshva Mining & Trading Company as a party on the ground that during the pendency of this reference the mining interest of Parshva Properties Limited in Pipradih and Upper Murli Hills limestone quarries have been transferred to that company. Due to the vehement opposition of Rohtas Mazdoor Panchayat the prayer for addition of Parshva Mining and Trading Company as a party was rejected. At subsequent stage the added union Rohtas Quarries Mazdoor Sangh also made a similar prayer for addition of Parshva Mining and Trading Company as a party, but again due to the opposition of Rohtas Mazdoor Panchayat the prayer was rejected. So we have before us the two unions and the Parshva Properties Limited as parties who have fought this case.

3. For the sake of convenience we will refer to Parshva Properties Ltd., as the limestone company, the Rohtas Mazdoor Panchayat as the Panchayat and Rohtas Quarries Mazdoor Sangh as the Sangh. The history of the case is undisputed. The limestone company has its office at Dalmianagar located in the general office building of M/s. Rohtas Industries Ltd. The company carried on business of mining limestone and supplying limestone to the cement factory of Rohtas Industries as bulk supplier. In the year 1958 Government of India, Ministry of Labour and Employ-

ment through their resolution dated 2nd April, 1958 appointed Central Wage Board for Cement Industry, and the recommendation of the Central Cement Wage Board was submitted to the Ministry of Labour on 7th October, 1959. The Government of India accepted the recommendation and made the same effective from 1-1-1960 vide Government of India's Resolution No. WE-57 dated 29th February, 1960. The management of the limestone company (P.P. Ltd.) were served with questionnaires of the Central Wage Board for cement industries, but did not appear before the wage board. But even after their refusal the recommendations were made effective to the workmen in limestone quarries of this company. Subsequent to the publication of the Cement Wage Board recommendation the Sangh, being registered and recognised union of the management, raised disputes for the implementation of the recommendation. After protracted negotiation the Sangh and the management settled the issues through settlement dated 11-8-60. Through this settlement the recommendations of the First Cement Wage Board were fully implemented. Second Cement Wage Board submitted its recommendation on 27th July, 1967. The same was accepted by the Government of India with certain modification. This was followed by a settlement dated 4-10-69 between the Sangh and the management of limestone company. In the year 1972 Indian National Cement & Allied Workers Federation (INFUC) served a strike notice to the cement manufacturers association for increase of wages and other allied matters. The Sangh also served a strike notice, and subsequent to it strike commenced from 22-8-1972 and ended on 29th August, 1972. A settlement was arrived at on All India level between the cement manufacturers association and the India National Cement and Allied Workers Federation on 4-9-1972. The management of P. P. Ltd. and the Sangh also entered into a settlement dated 26-9-72 for payment of an "Interim Relief" of Rs. 25 per month w.e.f. 1st June, 1972. In the month of June, 1973 a bipartite negotiation committee consisting the representatives of employers and employees in the cement industry was constituted by the Ministry of Labour, Government of India to negotiate and settle all problems such as wages, dearness allowance and related matters. The committee reached a dead-lock in regard to minimum wages payable to unskilled workers on entry and the committee approached the Labour Minister Shri Raghunath Reddy to use his good office to bring about a settlement on this single issue. Shri Reddy gave his award dated 15-10-73. The Sangh made serious efforts for implementation of the Reddy Award and ultimately there was settlement dated 29-8-74.

Then came the National Bipartite Settlement dated 7-5-75 which is known as the Pai settlement. The Sangh also insisted on implementation of the Pai settlement. The Ministry of Labour, however, constituted National Industrial Committee for Cement Industry. A Sub-committee was also formed to go into the grievances of the workers of P. P. Ltd. The sub-committee made recommendation for suitable action by the Ministry of Labour. But after the defeat of the Congress Government in general election of 1977, the Government of India did not pursue the matter and the resolution of the National Industrial Committee on Cement was kept in abeyance. Rohtas Quarries Mazdoor Sangh however pressed the officials of the Labour Ministry. The Assistant Labour Commissioner (C) Patna ultimately intervened and wanted to resolve the dispute between the management of P. P. Ltd. and the Sangh for the implementation of the Reddy Award & the Pai settlement. During the course of negotiation with Rohtas Quarries Mazdoor Sangh the management impressed upon the union regarding their financial stringency. As a solution to the problem the increase of work-load from 12 to 15 M.T. per jogar was agreed upon together with freezing of V.D.A. for a limited period. Accordingly a settlement was arrived between the parties on 17-5-79. Only three days after the implementation of the settlement the Panchayat called a strike declaring the settlement to be illegal and anti-labour. This has led to the dispute relating to this reference.

4. The management and Sangh have no disagreement with regard to the history of the case as covered in the preceding paragraph. The Sangh however has supported the case of the Panchayat in respect of the Cement Arbitration Award dated 26-9-78. According to the Sangh this Award is applicable to the workers of the company and the company also is bound to implement the same. The Sangh has accepted the position of the management that the company is not bound by the

recommendations of the 1st and 2nd Cement Wage Boards, Interim Relief of Rs. 25, Per month, Reddy Award and Pai Settlement. The Sangh no doubt fought in tooth and nail with the company for implementation of the aforesaid measures, but eventually the Sangh had to agree to the various settlements. Shri Dubey, Advocate appearing for the Sangh has made it clear that the aforesaid measures could not be enforced under Industrial Disputes Act. But with regard to the Arbitration Award the stand of the Sangh is that it is an award under Section 10 of the I.D. Act, and the company was bound to implement the same. The Panchayat, on the other hand, has taken the plea that the First Cement Wage Board had made it clear that the P.P. Ltd. was covered under the recommendations and similarly the 2nd Cement Wage Board accepted the same. It was in the light of the recommendation made by the First Cement Wage Board that the Interim Relief of Rs. 25 was granted by the Prime Minister and the Reddy Award and Pai Settlement were to be made applicable to the workers of the quarries owned by the P. P. Ltd. Another plea taken by the Panchayat is that the P. P. Ltd. is an integral part of the Sahu Jain Group of Industries, and there is functional integrality between the cement company located at Dalmianagar and the P. P. Ltd. The Panchayat has tried to show common management and control in financial matters

5. The simple case of the management is that P. P. Ltd. was not a party represented before the two Cement Wage Boards and so this company was not bound by the recommendations. The company however was pressed to accept the recommendations by the Sangh which was the recognised union, and, therefore, the recommendations were accepted and implemented by the company. Similar was the position with regard to the Interim Relief of Rs. 25 granted by the Prime Minister. The company moreover was in favourable financial condition to implement these recommendations, but the implementation was not done due to the recommendations on their own merits but on account of mutual settlement between the recognised union and the company. With regard to Reddy Award, Pai settlement and Arbitration Award the case of the company is that they were primarily intended to cover the cement industry and their workmen and they could not be stretched to cover the limestone companies particularly the P. P. Ltd. in any manner. Due to the pressure of the recognised union of workers of the company only some of the recommendations covered by the Reddy Award and the Pai settlement had been accepted with certain modifications and conditions, and therefore it could not be said that the company was bound to implement them. Similar is the stand taken with regard to the Arbitration Award. According to the company this Arbitration Award was in respect of the cement industry, and it covered only those limestone quarries owned or leased by the cement company. P. P. Ltd. was never owned by the Rohtas Industries Ltd. and Ashoka Cement Company of Dalmianagar, and so this Arbitration Award could not apply to the P. P. Ltd. and their workmen. With regard to the plea of functional integrality there is a complete denial on the part of the P. P. Ltd.

6. It is in the light of stand taken by the parties that we have to consider the first and second issues of the schedule of this Reference. In the 3rd schedule the simple question is whether the dismissal of two workmen of the company viz. Shri Parval Singh and Shri Banerasi Prasad Singh Kamal w.e.f. 7-11-1977 is justified. We shall proceed to discuss the three issues in their chronological order. All the parties have given their written notes which I have kept on the record of this case. All the parties have filed large number of documents and many of them are common documents, but separately marked. We will consider only those documents on which the parties have relied in their written notes in order to avoid any confusion. I have to say this because to consider each and every document which have been proved without any reference to the question involved would bring about an insurmountable confusions which will make this award less intelligible than desired.

ISSUE NO. 1.

7 This issue deals with the applicability of the Reddy Award, Pai Settlement and Arbitration Award. The stand of

the management is that these awards and settlements were not intended to be implemented by any limestone company but by the cement industry. In order to appreciate the case we have to briefly refer to the stand taken by the three contending parties to this reference. Broadly speaking the stand taken by the management of P.P. Ltd., is that the recommendations of the first and second Cement Wage Boards are not applicable to the company because they were constituted for the cement industry. The interim relief of Rs. 25 per month per worker was not applicable to the workers of the limestone company. The positive case of the company is that the recommendations of the two wage boards and the Interim Relief of Rs. 25 per month were not implemented as such, but the wage structure and other benefits were only consumed and adopted to be given by the company to its workers with variations as per mutual negotiations. The adoption was made as per settlement dated 11-6-60, 4-10-69 and 26-9-72. With regard to Reddy Award dated 15-10-73 and Pai Settlement dated 17th May, 1975, the stand taken by the company is that the company was not a party to the said award and agreement. Similarly with regard to the Cement Arbitration Award dated 20-9-78 the plea taken by the company is that they were neither party to the Arbitration Agreement nor to the Arbitration Award, and further the limestone quarries belonging to the company are neither owned nor leased by the cement producers so as to attract the operative portion of the award. The management has also taken the plea that the company is not a member of the Cement Manufacturers Association which alone participated in the deliberations of the award. The dispute regarding provisions of Reddy Award, Pai Settlement and Arbitration Award had been resolved by the two settlements of 29-8-74 and 17-5-79. The company also took the plea that there was no functional integrality between P. P. Ltd. and their time-store purchaser Rohtas Industries Ltd. Further the company has no financial capacity to pay any enhanced wages or allowances.

8. The Sangh which still happens to be the recognised union has no difference of opinion on the above stand taken by the company except on the question of implementation of the Arbitration Award. Shri Dubey Advocate for the Sangh has made it clear that the recommendation of the two wage boards, the Interim Relief of Rs. 25, the Reddy Award and the Pai Settlement could not be enforced against the company as the same are not covered under any of the provisions of Industrial Disputes Act, 1947. He has pointed out that right from the time of the First Cement Wage Board recommendation, Rohtas Quarries Mazdoor Sangh fought tooth and nail for the implementation of the aforesaid recommendation. The Sangh was conscious of the limitations imposed by law and therefore the Sangh tried to snatch as much benefits for the workers as possible by means of settlement. With regard to Arbitration Award, Shri Dubey has argued that this an award under Section 10 of the I.D. Act and the company can be forced to implement it. But the main stress has been laid by Shri Dubey on the settlement of 1979. He has pointed out that if the settlement is implemented, the workers of the P. P. Ltd. could be getting more than double the wages which they are getting now. He has accused the Panchayat of putting a spanner in the wheel in collusion with the company by resorting to wholesale strike, and ultimately agreeing to the wages as covered under the settlement of 1974.

9. Rohtas Mazdoor Panchayat has taken the stand that the settlement of 1974 and 1979 are illegal because they are against the provisions of the Industrial Disputes Act, 1947. Further these two settlements are betrayal of the interest of the workers because the company was bound to implement the recommendations of the two wage boards, the Interim Relief of Rs. 25 the Reddy Award, Pai Settlement and the Arbitration Award. According to them the company straightway accepted the recommendations of the two wage boards and also the Interim Relief of Rs. 25 per month granted to each worker by the Prime Minister. The Reddy Award and the Pai Settlement were based on the applicability of the two wage board recommendations which had been implemented by the company. Similarly the Arbitration Award followed the same pattern of applicability, and so this award was fully applicable to the workers of the company. This union therefore has prayed for implementation of the Reddy Award Pai Settlement and the Arbitration Award.

10. We shall take a closer view of the case of the Panchayet. My attention has been drawn to the settlement dated 11th August, 1960 (Ext. M-12) wherein paragraph 1 it is written as follows :

"It is agreed between the parties that the recommendations of the Cement Wage Board are implemented in respect of the workmen of Parshva Properties Ltd....."

The settlement dated 4-10-69 (Ext. M31) paragraph 6 of the short recital reads thus :

"And whereas the management is implementing the recommendations....."

The above two settlements were in respect of the two wages board recommendations, and therefore, it is said that the company fully implemented it. With regard to the Interim relief of Rs. 25 Directors' Report at page 3 of the balance sheet for the year 1972-73 (Ext. W-14) says this :

"The cost of production was also high because of rise in prices of stores materials, heavy maintenance costs, implementation of the interim relief of Rs. 25."

The Panchayet has referred to certain extracts from the report of the First Cement Wage Board (Ext. W-37). At page 3 para 2.3 the following has been mentioned :

"We have referred above limestone as the principal raw material. In most cases companies have their own limestone quarries. In very few cases, the ownership of limestone quarry is separated from that of the cement factory...."

At page 10 para 3.18 the wage board says :

"We are of the opinion that wage structure fixed, should in addition to factory workers, include workers at the limestone quarries."

At page 16 para 4.21 the board says :

"At the limestone quarry at Murli belonging to Parshva Properties Ltd. which supplies limestone to Dalmianagar cement factory of Rohtas Industries Ltd...."

At page 69 paras 12.2, 12.3 and 12.4 the wage board says the following :

12.2

"In the course of our visit to Bihar and to South India it came to our notice that there are two companies engaged in quarrying limestone for two cement companies. They are the Parshva Properties Ltd. in Bihar and Agricultural Firms Ltd. which is in the neighbourhood of India Cement Factory at Talayuthu."

12.3

"Limestone is the principal raw material for the cement factories. Most cement companies owned their quarries and workers employed in limestone quarry supplying the bulk of their output to cement factories may properly be considered as workers engaged in cement industry. It should not make a difference if the ownership of limestone quarry is separated from the ownership of the cement factory to which it supplies limestone."

12.4

"Parshva Properties Ltd. (formerly known as Dalmia Jain & Co. Ltd.) has its quarries at Murli and Chutia near Banjari some 30 miles from Dalmianagar. The following information was given by the local manager when the board visited the quarry...." over 90 per cent of the output of the quarries owned by Parshva Properties Ltd. is supplied to the Rohtas and Ashoka Factories at Dalmianagar, both under the management of M/s. Sahu Jain Ltd."

After giving the findings as pointed out above the Board in paragraph 12.6 recommended as follows :

"We recommend that the wage structure prescribed by us should also apply to the workman of limestone quarries of the Parshva Properties Ltd. and to the limestone quarries of the Agricultural Firm Limited, who are supplying the bulk of their output to the cement factories at Dalmianagar and Talayuthu respectively."

The Second Cement Wage Board in their report at page 69 para 7.1 says:

"Our recommendations will be extended to all those employees who are covered by the First Cement Wage Board. We are, therefore, not repeating them here."

11. I have quoted from the two Cement Wage Board Reports for the reason that the Panchayet has relied upon the recommendations in order to apply these recommendations to the workers of P.P. Ltd. Likewise the principle contained in the recommendation are said to extend to the Interim Relief of Rs. 25, Kaddy Award and Pai Settlement. It is the case of this union that reliefs such as, Interim Relief of Rs. 25, Kaddy Award and Pai Settlement are all interim measures which culminated into the Arbitration Award. Apparently these measures were taken in order to provide relief to the workers relating to the cement industry. The case of the Rohtas Mazdoor Panchayet is that all these measures were also for the relief of the workers of P.P. Ltd. which had then based on the recommendations of the two wage boards, which made the recommendations applicable to the workmen of P.P. Ltd. The case of the P.P. Ltd., on the other hand is, that the recommendations of the First Cement Wage Board for cement industry so far as the same relate to the workers employed in the limestone quarry of P.P. Ltd. is arbitrary and discriminatory. No attempt has been made by the wage board to divide the limestone mining industry into classes, and no cross section of such class of industry had ever been taken for investigation to decide the capacity of the industry to bear the financial burden that would be imposed by the proposed wage structure, and thereby the board introduced an infirmity in working out the wage structure based on the principle of fair wages set forth in the report of the Committee of Fair Wages. It was further contended that the recommendations of the two wage boards which were non-statutory could not bind the P.P. Ltd., and, therefore, only the spirit of the two recommendations were incorporated in the settlements dated 11-8-60 and 4-10-69. It was further contended that the settlements as arrived at from time to time relate to the acceptance of the terms as agreed upon and as stood on the date of respective settlement, and it cannot be contended that the intention of the parties was that effect could also be given to any change that might take place after the date of such settlement. In support of its contention the company relied on the decision of the Supreme Court reported in 1964(1)LLJ 55. The company also relied on the oft-quoted decision of the Supreme Court reported in 1959 SCR 12—AIR 1958 SC 578. This is a famous Express Newspaper Case where the Supreme Court has elaborately considered the concept of (1) living wage, (2) fair wage and (3) minimum wage as well as the machinery for fixation of wage adopted in various countries where the stress is given on considering the capacity of each individual unit to pay. The company also relied on the decision of the Supreme Court as reported in 1970 Lab. I.C. 115 in this connection. From the report of the First Cement Wage Board it does not appear that the wage board considered representative cross-section to come to a decision that the conditions prevalent in the cement industry was the same as prevalent in the Parshva Properties Ltd. This is the basic infirmity in applying the recommendations of the two cement wage boards, and for this reason the P.P. Ltd. has taken a consistent stand that the recommendations of the Cement wage boards are not applicable to the workers of P.P. Ltd. on their own merits.

12. According to the company P.P. Ltd. and M/s. Rohtas Industries Ltd. are absolutely two different concerns. The former is carrying on business of limestone and supplying the same to the latter and others. While the latter is carrying on the business of cement manufacturing receiving limestone from the former and others, the unity of management, supervision and control, unity of finance and employment, unity of Labour conditions of service of workmen, functional integrity and unity of purpose between the two are not in exist-

tence. Recruitment of workmen was made separately from different sources of limestone quarry in the mining areas far away from the industrial complex of R.I. Ltd. situated at Dalmanagar. Separate muster rolls were maintained for the workmen, the skill required for mining of limestone is different from those required for operating the plant and machinery in the factory. In fact both were treated as independent and there was no functional integrality or general unity of workers as regards the service. As regards the service condition of the workmen were concerned separate agreements had been entered into from time to time governing the service condition of the workmen employed in either of the companies, having no nexus between the different kind of activity viz. mining and supplying of limestone by P.P. Ltd. and manufacturing of cement by R.I. Ltd. The Sargh and the Panchayat both alleged that P.P. Ltd. and R.I. Ltd. belong to Sahu Jain Group of Industries, and, therefore, there is functional integrality between the two both tried to show the same to the Board of Directors of one industry have also been directors of P.P. Ltd. at one time or another. It was also pointed out that both are controlled by Shri A. K. Jain who is the principal owner of Sahu Jain Group of Industries. The contention of the company is that R.I. Ltd. and P.P. Ltd. are not part and parcel of the same industry. Their industrial connection is that the Board of Directors of one is not the Board of Directors of another. Furthermore, before the wage bar, Shri J. P. Saxena appeared as representative of Cement Manufacturers Association and Shri N. C. Jain appeared before Shri K. Raghunath Reddy, but none of them represented P.P. Ltd. in any of the capacity enumerated under sub-section (2) of section 36 of the I.D. Act, 1947. Further, none of them had been authorised by the company to represent it in any proceeding in Form F prescribed under Rule 36 and 37. In this connection A.I.R. 1967 (SC) 1869 had been relied upon. The principle enunciated is as quoted below.

"We do not think that even in industrial law a new company which is an independent legal entity can be called a benamdar for another older organisation because there was in both companies a person or a family of persons who could guide the destinies of the two companies."

This decision has been followed in 1963(1) LLJ 15, 1967 (15) F.L.R. 435. It is clear from the above that although some of the Board of Directors of Sahu Jain Group of Industries may have some hand in guiding the destiny of P.P. Ltd., it does not cease to be an independent company. In fact nothing substantial has been shown in this case on behalf of the workmen that R.I. Ltd. has anything to do with the management of P.P. Ltd.

13. One of the points taken by the Rohtas Mazdoor Panchayat is that between P.P. Ltd. and R.I. Ltd. there is functional integrality on the basis of which the workmen of the limestone quarries of P.P. Ltd. are entitled to get allowances as payable to the workers in the cement factory of R.I. Ltd. Reliance has been placed upon the case of the Supreme Court in National Iron case as reported in 1967 (2) LLJ 23 where an industrial dispute between four limited companies and their workmen were referred for adjudication by one order of reference. In that case it was found that all the four companies had common administrative head, and that the four companies were allies of the fourth, and therefore, a conclusion was arrived at in favour of sufficient functional integrality among the four so as to justify a common order of reference. The community of interest as found in that case is not the same here as already indicated in the foregoing paragraphs. The Rohtas Mazdoor Panchayat relied on Sh. W. 44 which is an award of Central Government Industrial Tribunal (No. 3) Dhanbad in Reference Case No. 7 of 1/60. In that particular case P.P. Ltd. took the plea that P. Ltd. and R.I. Ltd. should be considered as one establishment for the purpose of section 25E(ii) of the I.D. Act, 1947. The contention of the P.P. Ltd. was upheld by the Patna High Court in C.W.J.C. No. 468 of 1974. The contention of the company is that the questions arose in different context before the Supreme court and the High Courts in relation to different matters such as wages, dearness allowance, gratuity, bonus, lay off, retrenchment, closure. These cases dealt with the question whether different employers of more than one establishment or under taking should be considered having functional integrality. The consistent view is that each case has to depend upon the evidence on

facts so that no one standard could be given for judging functional integrality. According to the company in Patna High Court decision on the question was for the limited purpose of lay off workmen of R.I. Ltd. due to the strike in the establishment of Rohtas Industries where the two were considered as one establishment, for the limited purpose of section 25E (ii) of the I.D. Act, 1947. In support of this it reported in A.I.R. 1967(2) 1215 the affidavits was stated by its proprietor who subsequently started a publication of a news paper. On a dispute over the claim for bonus by the workmen of the press, the question arose whether the printing press and the newspaper formed one industrial unit or two distinct industrial units. It was held that the business of the printing press and the newspaper formed by the same employer should be treated as two distinct and separate units for the purpose of the claim for bonus. The Supreme Court in paragraph 5 of its judgement observed :

"This court however, mentioned certain tests which might be useful in deciding whether the two units formed part of the same establishment. Unity of ownership, unity of management and control, unity of finance and unity of labour, unity of employment, unity of functional integrality were the tests which the court applies in that case. It is obvious that an essential difference between the question whether the two units formed part of one establishment for the purpose of section 25E(ii) and the question whether they formed part of one single industry for the purpose of calculation of surplus profits for distribution of bonus to workmen in one of the units."

The contention on behalf of the company is that the plea was taken before the Tribunal for deciding the liability for payment of lay off compensation under section 25E(iii) of the I.D. Act, 1947 in a very restrictive sense at that very material time. According to the company the cement factory then were substantially dependent upon the company for supply of limestone for the purpose of deciding or determining other conditions of service viz., wages, dearness allowance etc. the establishment of R.I. Ltd. and P.P. Ltd. could not be treated as one establishment. There are certain features which we cannot overlook R.I. Ltd. and Asoka Cement company are manufacturers of cement while P.P. Ltd. is a mining company. They are two different companies with different shareholders and with different board of Directors. They have separate balance sheets and profit and loss accounts. They have separate standing orders duly certified under the Standing Orders Act, 1946. The conditions of service are determined by entirely two different sets of settlement between the respective employers and their workmen. The unions representing the workmen in two sets of establishments are entirely different. The correct test would be to see how the workmen and the employers have treated themselves. It would appear that the workmen and the employers have treated their rights and obligations as entirely independent. The nature of their industrial activities are also different. The recruitment of workmen are independently made. So we do not get anything beyond a general assertion that P.P. Ltd. like R.I. Ltd. belong to the Sahu Jain Group. This is in my opinion not enough to justify a conclusion that there is functional integrality between P.P. Ltd. and R.I. Ltd.

14. Rohtas Mazdoor Panchayat took the plea that the two cement factories at Dalmanagar were solely dependent upon P.P. Ltd. for supply of limestone, and so this was a point to be considered in deciding functional integrality. But this has come out in evidence of Shri R.L.P. Sinha (MW 1) and Shri R. A. Rai (MW 4) that R.I. Ltd. also purchases limestone from Katchwar Limestone company, Sonu Valley Portland Cement Co. (Bailly) Bharat Mining Corporation Ltd. Mahadeva Nandgiri and Rohtas Mineral Agent to meet their requirements. MW 1 further deposed that because R.I. Ltd. has no working mine Shri S. P. Jain in his speech Ext. W 53 assured the shareholders that prospecting has been carried out in certain areas which were at a distance of rail heads. In Ext. W 53 P.P. Ltd. was not mentioned as a company belonging to R.I. Ltd. The Panchayat has also referred to entry of bonus in the balance sheet realised on the customers against "sale price" and Term Loan from Benares State Bank against Equitable Mortgage in favour of the bank of immovable pro-

properties held as investment. Land, buildings, plants and machinery at Pipradih and Murli were purchased from Rohas Industries for a sum of Rs. 14,01,236. According to the company these were routine business transaction between two companies and not enough to show financial integrity between the two. It was further alleged by the Panchayat that P.P. Ltd. is occupying a portion of the building of Rohas Industries Ltd. Both MW.1 and MW.4 have said that besides the office of P.P. Ltd. there are offices of different companies and banks in the same premises all taken on rent as tenants of R.I. Ltd. The company's contention is that if on this ground the P.P. Ltd. is held to be integral part of R.I. Ltd. the other tenants occupying the R.I. Ltd. building should also be treated as functionally integrated, and such a position would be ridiculous. The Panchayat also contended about transfer of certain employees from P.P. Ltd. to R.I. Ltd. and vice-versa, which was categorically denied by MW.1 and MW.4. The Panchayat referred to Cooperative Society By-Law of R.I. Ltd. under which employees of Dalmia Jain Co. Ltd. were entitled to be members of the society. This plea does not appear to be relevant so far as P.P. Ltd. is concerned. But even if both the companies have a common cooperative society it would not suggest a common functional integrity. A similar view could be taken about the P.F. Scheme, Ext. W.46. Moreover, W.45 will show that Dalmia Jain and company Ltd. and Rohas Quarries Ltd. were independently covered under the P.F. Scheme. However, such a position existed in 1951 i.e. much before the P.P. Ltd. was born. Another instance quoted by the Panchayat is a discussion (Ext. W.32), before Shri T. R. Malhotra, Dy. C. L. C(C). It will appear that P.P. Ltd. was represented by their Director and Chief Mining Engineer, Shri D. V. Singh, Chief Personnel Manager of Rohas Industries Ltd. was also present on that occasion. Due to the presence of Shri D. V. Singh the Panchayat says that P.P. Ltd. and P.P. Ltd. has functional integrity. We should not forget that R.I. Ltd. is a bulk purchaser of limestone from P.P. Ltd. and therefore there is bound to be common interest between the two. The presence of Shri D. V. Singh at the time of discussion cannot establish common management and functional integrity.

15. I have dealt with the salient points raised by the Panchayat on the topic of functional integrity particularly because this is a sheet anchor of the case of the Panchayat in the matter of this issue which we are presently considering. Shri Deoki Nandan Prasad representing the Panchayat has made no secret of the fact that so far as this issue is concerned the Panchayat relies upon functional integrity between P.P. Ltd. and R.I. Ltd. We have examined the problem from all possible points of view and the only answer that could be possible given is that between the R.I. Ltd. and the P.P. Ltd. there does not exist any functional integrity. I have already referred to certain cases in which the P.P. Ltd. took shelter under the plea that R.I. Ltd. and P.P. Ltd. belong to the same establishment. I have also examined the scope of such admission, and I need not repeat them here. Perhaps there is a lurking feeling with the Panchayat that this admission would act as estoppel against the stand taken by the P.P. Ltd. in this case. But the doctrine of estoppel is too wide a concept to apply in such a case to debate the P.P. Ltd. from contending in this case that the R.I. Ltd. and P.P. Ltd. are actually two establishments. The pertinent point to note is that the question of common establishment of R.I. Ltd. and P.P. Ltd. in the earlier cases had not been the material point for decision as in this case. Before me the parties have led evidence on this question and on examination of the evidence it transpires that they are separate establishments. The case of the company, therefore, cannot be defeated on the principle of common establishments and functional integrity.

16. The position as a result of the above discussion stand like this. The Reddy Award cannot be said to be an award under the Industrial Disputes Act, 1947 because there is no order of reference as contemplated under S10B of the Act. Shri Reddy, who gave the award, could not be said to be an Arbitration court or Arbitration within the meaning of clause (a) of Section 2 read with S10A of the I.D. Act, 1947. There was no formal hearing giving adequate opportunity to the parties, and the P.P. Ltd. was never a party before Shri Reddy. There was no submission of the award to any Government for acceptance under S10A(4) of the I.D. Act, 1947. There was no consequent publication of the award as contemplated under S17 of the I.D. Act, 1947. Similarly Pai Settlement is not an agreement within the meaning of the I.D. Act. It is not

an agreement within the definition of S2(p) of the Act. It has not been signed in the prescribed manner under Rule 28(2) P.P. Ltd. Panchayat has tried to robe in the P.P. Ltd. on the agreement had not been sent to the authorised officer, Shri J. A. P. was a Minister in the Government of India, and he could not be said to be a Conciliation Officer as contemplated under the Industrial Disputes Act, 1947. The Arbitration Award dated 26-9-78 is an award within the meaning of the Industrial Disputes Act, 1947 and it will be binding on the parties to the award. But P.P. Ltd. was not a party to the agreement for arbitration nor participated in the discussions before the Arbitrators. The award therefore could not be binding on the P.P. Ltd. Panchayat has tried to rope in the P.P. Ltd. on the ground that Shri Ashok Kumar Jain who represented the Cement Manufacturers Association before the Arbitrators, is the controlling authority of P.P. Ltd. It has come out in evidence that Shri A. K. Jain was never a director of P.P. Ltd., nor a share holder of the company. From the balance sheet of the company, Exts. M.118 to M.122 and Ext. M.116 to M.167 it will appear that Shri Ashok Kumar Jain was never Director of the company, nor his father, brother, sister, or any family member was director of P.P. Ltd. It will appear that Arbitration Agreement and Arbitration Award are under statutory provisions and so there is no scope of inference in order to bind a party unconnected with the arbitration. Exts. W.78 and W.29 specifically refer to cement industry as 'controlled industry' so that the Central Government would acquire jurisdiction to make a reference. The limestone industry was never declared as a 'controlled industry'. On this ground the company has emphasised that only cement unit would come within the jurisdiction of Arbitration Award. For the purpose of involvement of P.P. Ltd. with the consequences arising from this Arbitration Award (Ext. W.40) we have to refer to paragraph 137 of this Award. It reads as follows :

"We accordingly award that all workers who are on employment of the industry including the workers employed in quarries owned or leased by the cement producers on 1-10-78 and who may be subsequently employed by the industry....."

In paragraph 210 of this the following has been the following has been stated :

"Therefore, we are convinced that none of the cement units anywhere in the country shall be entitled to any exemption from implementing the award or any of the issue."

From the above it will appear that the Arbitration Award covers the entire cement manufacturers and such of the limestone quarries owned or leased by such cement companies. It is not the case of any of the union that the P.P. Ltd. are the owners of P.P. Ltd. nor there is a case that the limestone quarries were leased out to P.P. Ltd. I therefore do not see how this Arbitration Award could be applicable to the P.P. Ltd.

17. On the issue under discussion we have so far dealt with the contentions of both the unions, and particularly the points raised by the Panchayat in support of their case that the workmen of P.P. Ltd. are entitled to all the reliefs granted by the Reddy Award, the Pai Settlement and the Arbitration Award. We have answered this issue with the finding that the P.P. Ltd. are not bound by any of the awards and settlements. But Shri Govind Das Barot-Law who argued the case on behalf of the P.P. Ltd. was fair enough to say that in spite of the fact that Reddy Award, Pai Settlement and Arbitration Award the reference is so framed that the workmen of P.P. Ltd. could reasonably claim the reliefs flowing from the aforesaid measures. According to him although the Reddy Award, Pai Settlement and Arbitration Award are not legally binding on the P.P. Ltd. the issue for consideration is whether the demand of the workers is 'justified'. 'Justified' in the proper context can mean either (a) that the aforesaid award and settlement are binding under the provision of the I.D. Act, 1947, and (b) whether it would be proper to extend the same benefits to the workers of P.P. Ltd. as available to cement industry. In this connection it has been submitted that in the second case the only relevant consideration for extending the benefits will depend upon the capacity of the company to pay. This is significant in view of the fact that the ambit of wage board report and the subsequent awards was to determine the 'fair wages' for the workers of the cement industry. The committee on Fair Wages has

stated that the capacity to pay is an undisputable condition precedent for such a determination. The term of reference of the First Cement Wage Board was to work out the wage structure based on the principle of Fair wages set forth in the report of the Committee on Fair Wages. Reddy Award, Pai settlement and the Arbitration Award were all based on the principle of determination of Fair Wages in continuation of the report of the First Cement Wage Board.

18. In the above context the company has adduced evidence. The financial burden of Reddy Award, Pai settlement and Arbitration Award if implemented upto 31-3-1980 has been calculated and it would be as per details given in Ext. M158, M159 and M160 and M161. The company has filed and both unions have also filed Directors' report which are exhibits in this case. The witnesses for the management particularly the Accountant of the company (MW 4) has been examined. The company has prepared abstracts from such accounts and they are all exhibits in this case. It is not necessary to refer to such accounts individually. Based on these documents the company has prepared charts showing the statement of profit and loss of the company from January, 1966 to 1980. It will appear that during these years the financial position of the company was precarious. The reserve position of the company dwindled and ultimately in 1980 it was reduced to nil. The raising of the limestone per year declined which resulted in aggravating the losses of the company. In order to show the position at a glance the company has prepared charts which I am tempted to include in this award an annexure, A, B, C and D. A mere look of this charts will show the position how gradually and in successive years the financial burden on the company increased and the company ran into severe loss and even depleted the reserves. On behalf of the company it has been submitted that they are not in a position to borrow. Shri Das has submitted, that faced with the financial situation as shown above the company had no option but to transfer their interest to the Parshva Mining and Trading Company. The two unions contesting in this case has nothing worthwhile to urge against the accounts as given by the company. The Sangh, on the other hand has urged that on their part they have tried to see that the P.P. Ltd. survived the on slough of financial difficulties and therefore made concessions in the settlements of 1974 and 1979. In view of all these I have no hesitation in holding that the P.P. Ltd. could not bear the burden which would accrue if the company was asked to implement Reddy Award, Pai Agreement and Arbitration Award.

19. Thus having considered all aspects of the case I would give the following award on issue No. 1 of the schedule :

"The demand of the workers of Pipradih and Upper Murl Hills Limestone quarries of M/s. Parshva Properties Ltd. for wages, allowances and other benefits as available to the workers in the cement factory on the basis of Reddy Award dated 15-10-73, Pai's Agreement dated 7-5-85 and Arbitration Award of S/Shri G. Ramanulam and R. P. Nanavati dated 26-9-78 for cement industry is not justified. Consequently, they are not entitled to any relief."

ISSUE No. 2.

20. Under this issue the question is whether the increase of work-load of piece rated workers from 12 M.T. to 15 M.T. per jogar as per settlement dated 17-5-79 with the Rohas Quarries Mazdoor Sangh is justified. We have already seen how the settlement of 1970 took place. The settlement dated 17-5-79 (Ext. M-144) equal to Ext. W-60/1. In the settlement of 1974 the work load fixed was 12 M. T. per jogar which has been raised to 15 M. T. by means of the settlement of 1979. The relevant extract from Clause (1) of the term of settlement reads as under :

"The productivity of the work of the piece-rated workmen will be increased viz., the jogar from 12 M. T. to 15 M. T."

"The productivity of the work of the piece-rated workstone to the workmen and in the process will provide necessary equipment and drillers etc. to enable the piece rated workmen to give the required output as mentioned hereinabove."

21. The admitted position is that it was a bi-partite settlement under S. 18(1) of the I. D. Act, 1947. The Rohas Quarries Mazdoor Sangh had protracted discussions and negotiations with the management, and there was a charter of demands dated 20-10-78 (Ext. M93/W. 53/1) for working out wage structure and exemption of VDA as provided in the settlement dated 29-8-74 (Ext. M143). The negotiations had been aided by the Assistant Labour Commissioner (Central) Patna. It appears that the settlement dated 17-5-79 confers various benefits to the workmen like additional house allowance, revised scales of pay for various categories of workers, fitment and weightage besides additional VDA of Rs. 101.40 per worker per month, and partial restoration of VDA on 1960 base, after an initial freeze for one year. The settlement was a composite one where it was mentioned that each term was in consideration of the other. It was also provided that it was not open to any party to take advantage of any provision of the settlement to the exclusion of the other provision of the settlement. While the Rohas Quarries Mazdoor Sangh which had entered into the settlement is unequivocally stressing for the full implementation, the Mazdoor Panchayat has been opposing the implementation of the same, and challenge the validity and legality of the settlement. The case of the company is that in pursuance of the provision of the earlier settlement dated 29th August, 1974 (Ext. M 143) and on a charter of demands dated 20-10-78, the company though resisted the demand of the workers for further negotiation on wage structure and payment of VDA etc. on various grounds including inability to bear the burden of any increase in wage or any further financial viability the company ultimately in the interest of industrial peace and continued production agreed to give benefits to its workers as envisaged in the settlement dated 17-5-79. The Sangh appreciated the financial condition of the company and keeping in view the fact that the company was paying more by wages and other emoluments than workers of the other limestone quarries, agreed to augment the production by increasing the work-load in order to meet the additional burden cast on the company by virtue of the settlement. The company also contended that the workmen were capable to fulfill the increased work-load with the assistance of the improved condition of mining to be provided by the company for the purpose. According to the company some of the workers worked for 3 days i.e. from 19-5-79 to 22-5-79 and gave production to the extent of 15 M. T. per jogar. But at the instance of Panchayat the workmen went on an illegal and unjustified strike from 6 A. M. of 13-5-79. The striking workers indulged in act of indiscipline, threats, intimidation, violence and sabotage. The company had to resort to lock out with effect from 8-6-79 vide notice of lock-out (Ext. M109). After the present reference was made on 31-7-79 the company received an intimation dated 11-8-79 (Ext. M115) from the General Secretary Rohas Mazdoor Panchayat containing a resolution passed by the workmen of the company in their meeting held on 11-8-79. The lock-out was lifted by the company under a notice dated 19-8-79 (Ext. M116). The Panchayat had agreed to work in the old pattern of 12 M. T. per jogar as envisaged in the settlement of 1974. Ever since then the workers are giving an output at 12 M. T. per jogar under the settlement of 29-8-74 and receiving payment of wages etc. accordingly. The case of the company is that due to the action of the Panchayat in scuttling of the settlement of 1979 at the instance of the Panchayat the financial position of the company has deteriorated further as seen from the balance-sheets of the company (Ext. M-118 to M-122 and Exts. M-166 to M-168).

22. This settlement of 1979 was entered into between the Sangh and the company after a matured consideration. Under this settlement the workers were required to fulfil certain obligation, in return for increased emoluments. It has been pointed out to me by the Sangh that there is no legal infirmity in the settlement. With regard to work-load, it is not a factor on which the settlement could be thrown out. A similar work-load increase was provided in the settlement of 1974 and on the basis of that settlement the work continued until the settlement of 1979. The Sangh has also argued that the Panchayat ultimately had to revert back to the settlement of 1974 after this reference was made. A peculiar feature of the case of the Panchayat is that in their written statement the settlement of 1974 has also been challenged. I think such a stand taken by the Panchayat is a

misconception of the whole situation. To me it appears that the Panchayet felt that the two settlements of 1974 and 1979 worked as stumbling blocks to the success of the Panchayet case based on reliefs under Redy Award, Pai settlement and Arbitration Award. The Panchayet did not take into consideration that these awards and settlements could not be binding on the company, and the only way in which the P. P. Ltd. could be persuaded to give reliefs was through negotiated settlements as has been done by the Sangh. An attempt was made by the Panchayet to obtain reliefs through Labour Court based on Redy Award, but the same had to fail in view of the settlement of 1974.

23. The P. P. Ltd., in course of argument, has laid stress on the fact that inspite of the settlement of 1979 being valid, it is no longer binding on the company. According to the company the settlement has been repudiated by the entire body of the workers who resorted to illegal strike. It has further been argued that the company could not be made liable for enhanced emoluments as envisaged in the settlement of 1979 because the workers did not fulfil their own part of obligation to give increased work-load. Shri Dubey for the Sangh in his argument has lamented the peculiar situation created by the Panchayet due to the strike soon after the settlement of 1979. He was very unhappy that the workers were getting only half the emoluments which they would have ordinarily got under the settlement of 1979. On my part I can only say that it is unfortunate. This is a subject not covered by this issue which I am called upon to decide. I see no way under which the Sangh could demand wages on the basis of settlement of 1979 because the workers have not fulfilled their own obligations to give increased output. Moreover, it is an admitted position that the interest of P. P. Ltd. in the mine has passed on to another company viz. M/s. Parshva Mining & Trading Co. It is in evidence that there has been a settlement between M/s. Parshva Mining & Trading Company and the Rohtas Mazdoor Panchayet during the pendency of this reference. This is however another matter with which we have no concern.

24. Thus having considered all matters connected with this issue I have to give the following award :

The management of M/s. Parshva Properties Ltd. is justified in increasing the work-load of the piece-rated workers from 12 M. T. to 15 M. T. per jogar on the basis of mutual agreement dated 17-5-79 with Rohtas Querries Mazdoor Sangh.

INNSUE NO. 3

25. In this issue the question is whether the dismissal of Shri Parbal Singh and Shri Benarasi Prasad Singh Kamal, helpers is justified. Their dismissal is consequent upon a report by enquiry officer after a domestic proceeding. The management of P. P. Ltd. considered the report which found these two workmen guilty of the charges framed against them. On consideration of the report the management felt that they deserved to be dismissed from service, and accordingly dismissal orders were passed. Rohtas Mazdoor Panchayet the union representing them raised an industrial dispute on the ground of their unjustified dismissal, and since the conciliation failed, this reference was made.

26. On management's prayer the case was taken up for preliminary hearing on the question as to whether the domestic enquiry was fair and proper. This prayer was made with the idea that if the domestic enquiry was held to be unfair the management would prove by adducing evidence in this court in support of the charges framed against the concerned workmen. On 20-10-81 Shri Deokinandan Prasad representing the workmen made a submission that he would not challenge the fairness and propriety of the domestic enquiry held by the management. He suggested on 21-10-81 that the documents relating to the enquiry should be taken into evidence without formal proof, and accordingly, Ext. M1 to M. 11 and W. 33 were marked as Exts. dispensing with the formal proof. The parties thereafter were heard on the merits of the case.

27 The facts of this case have been detailed in two charge sheets, Exts. M1 and M2. On 23-2-77 at 1.30 P.M. both these workmen along with others incited other workmen in the workshop and forced them to leave their work place and 1128 GI/82—9

collected at the gate of the workshop. When the acting manager Shri D. K. Choudhury, and the Asstt. Manager, Shri Baban Prasad asked them as to why they had left their duty both the concerned workmen, replied in a very rude manner and gave out that they had a score to settle with Shri J. L. Wahi, the Agent. They further wanted to meet Shri Wahi. The manager told them to go back to their duty and to meet the Agent at the Guest House if the matter was urgent. The concerned workmen as leaders of the mob were not prepared to listen to reason, and due to the excitement generated by them among the workers, the work had to be completely paralysed. At about 2.15 P.M. these workmen along with other workers rushed towards the office. Shri J. L. Wahi, the Agent was then proceeding to Dalmianagar for some urgent company's business. They gharrod (surrounded) the jeep of Shri J. N. Wahi and shouted at him and charged him for having abused Shri Munshi Rai during the forenoon in the workshop calling him 'sala'. Shri Wahi denied having abused anybody as he was not used to such a language. Some of the workers near the jeep also confirmed that Shri Wahi did not abuse. But inspite of the same these concerned workmen behaved in a riotous and disorderly manner and even wanted to assault Shri J. N. Wahi. But due to the timely intervention of the Establishment Officer, Shri C. S. Tewari and some other office staff Shri J. N. Wahi was saved. The concerned workmen were charged under Clause 28(a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) and (z) of the certified standing order of the company. A preliminary enquiry was made by Shri Ashishwar Prasad, Commercial Manager.

28. The reply to the charge-sheet by Shri Benarasi Prasad Singh Kamal is Ext. M2 and that of Shri Parbal Singh, Ext. M2/1. They denied the allegation altogether. Ext. M3 is the notice of enquiry dated 26th March 1977 against both these concerned workmen and also against Shri Munshi Rai, driver. Ext. M3 concerns Shri Parbal Singh and Ext. M3/1 Shri Benarasi Prasad Singh Kamal. Ext. M4 is order sheet of this proceeding. Ext. M5 is statement of the proceeding containing the statement of witnesses and the statements of the concerned workmen. Ext. M6 is the enquiry report. Ext. M7 is an intimation to the concerned workmen that the enquiry report had been forwarded to the director for his decision. Ext. M8 is a letter from the Director to Shri J. L. Wahi, Agent stating that his report had been accepted and also action proposed by him for dismissing the concerned workmen was approved. Shri Wahi was directed to issue dismissal order. Ext. M9 and Ext. M9/1 are the two dismissal letters.

29. The above are the documents in connection with the dismissal of these two workmen. Under Ext. M10 Shri J. L. Wahi, Chief Mining Engineer, was declared as competent authority under clause 6 of the Certified Standing Order with effect from 1-5-73. Ext. M11 is the certified standing order of P. P. Ltd. These two documents have been filed to show that the charges of misconduct had been framed consistent with the provisions of the standing order. A point had been taken on behalf of the workmen that Shri J. L. Wahi issued the charge sheet and also conducted the proceeding and he was the same authority to issue dismissal order. According to the workmen Shri J. L. Wahi was the main reason involved in the occurrence which is the basis of the charge. Shri Wahi therefore was aggrieved, prosecutor and the judge and so the dismissal based on his report could not stand in the eye of law, and therefore should be set aside. It is in this context that Ext. M10 has been filed. Under the standing order Shri J. L. Wahi not only was a enquiry officer but also a competent authority. Clause 29, second proviso says that if a misconduct happens in presence of a competent authority the competent authority could call upon the offending workman to offer immediate defence on the spot and then the competent authority could take summary decision. The standing order therefore gives immense power to the competent authority to take decision. In the instant case Shri J. L. Wahi, the competent authority, appeared to be himself involved and he saw these concerned workmen taking resort to violent action. He probably thought it better to hold domestic enquiry as per rules and instead of taking decision himself, he submitted an enquiry report to the Director. The dismissal order was issued by him after his recommendation for dismissal was approved. I therefore do not see any good ground to reject the order of

dismissal on the plea advanced by the workmen. The enquiry proceeding and the enquiry report, and in fact all other papers in connection with the domestic enquiry will go to show that Shri J. L. Wahi acted as Agent and competent authority. But apart from all these the sterling fact is that the question raised on behalf of the workmen is mainly related to the fairness of domestic enquiry. I have already pointed out that in this court the workmen's representative himself waived this question and wanted to argue the case on merit. So this point which has been raised on behalf of the workmen is not sustainable.

30. On the question of merit the proceeding shows that Shri D. K. Choudhury Assistant Manager was examined. He is a witness of the occurrence and has fully supported the case of the management. Another witness Shri Jagdish Lal has also supported the case of the management Shri Chabila Singh, driver has also supported the case of the management. Shri Baban Prasad, Asstt. Manager has given a vivid picture of the occurrence. Shri Balbant Singh has also supported the case. These witnesses were full cross-examined. It will appear from their evidence that nothing has been taken in their cross-examination to suggest that the occurrence as alleged is in any manner false.

31. Shri Deokinandan Prasad has taken no pains to show as to how the charges could be said to be false or fabricated. It appears that these two concerned workmen acted in a disorderly manner and incited other workers to stop work. They did not listen to the advice of the Assistant Manager and the Manager for going to duty and to allow other workers to resume their work. It also appears that they surrounded

the jeep of the Agent, Shri J. L. Wahi when he was going to Dalmianagar for urgent company's work. They even threatened to assault him, and but for the timely intervention of some officers and staff Shri J. L. Wahi may have sustained some physical injury.

31. In view of my discussions above, the management cannot be said to be unjustified in awarding the maximum punishment of dismissal. I am however inclined to consider the prayer made by the union representative Shri Deokinandan Prasad that in case this Tribunal held that the concerned workmen are guilty of the charges some lighter punishment should be inflicted instead of dismissal. The misconduct which has been proved is in the background of a general agitation of workers and on account of the heat generated due to the militant attitude of certain unions. With the passage of time the workers learned the value of discipline and industrial peace. As it is these workmen are out of employment of a pretty long time and not only they but their family members are similarly suffering on a account of their being thrown out of employment. It is perhaps in this context that Shri Deokinandan Prasad has prayed for a lighter punishment. While holding that the dismissal is justified, I hereby set aside the order of dismissal and direct that the two concerned workmen viz. Parbal Singh and Shri Benarasi Prasad Singh Kamal be reinstated in their jobs with effect from the date of their dismissal. They are entitled to continuity of service for the benefit of gratuity only. They will however be not entitled to any wages for their idle period.

This is my award.

J. P. SINGH, Presiding Officer

ANNEXURE A

STATEMENT OF PROFIT AND LOSS OF THE COMPANY

(Rupees in lakhs)

| Exhibit No. | Year ended | Profit/loss as per Balance sheet | Appears at page No. Balance sheet | Depreciation | Profit/loss after after depreciation | Remarks |
|-----------------------------|--------------------|----------------------------------|-----------------------------------|--------------|--------------------------------------|--|
| W-10 (Refer B/S of '66-67) | 31st January, 1966 | (—)0.02 | 15 | — | — | |
| W-10 | " 1967 | (+)3.55 | 16 | — | — | |
| W-11 (Refer B/S 1968-69) | " 1968 | (—)0.69 | 15 | — | — | |
| W-11 | " 1969 | (—)0.61 | 15 | — | — | |
| W-12 | " 1970 | (—)5.65 | 15 | — | — | |
| W-13 | " 1971 | (—)0.06 | 15 | — | — | |
| W-14 (Refer B/S of 1972-73) | " 1972 | (—)5.05 | 15 | — | — | |
| W-14 | 30th June 1973 | (—)0.48 | 17 | — | — | |
| W-15 | " 1974 | (—)0.54 | 13 | 2.03 | (—) 2.57 | Depreciation not provided in accounts except Rs. 0.04 lakh |
| M.122 | " 1975 | (—)18.83 | 19 | 0.93 | (—) 19.76 | Depreciation not provided in A/Cs. |
| M.121 | " 1976 | (—)6.37 | 11 | 0.76 | (+) 5.61 | Depreciation not provided in A/Cs. |
| M.120 | " 1977 | (—)1.25 | 17 | 0.73 | (+) 2.47 | Depreciation for earlier years from 1974 to 1976 amounting to Rs. 3.72 lakhs provided in accounts appearing in Note No. E.&B Schedules A&B. |
| M.119 | " 1978 | (—)14.34 | | — | — | |
| M.118 | " 1979 | (—)0.29 | | — | — | |
| M.166 | " 1980* | (—)37.05 | | | | (i) It represents the nine months working of mining activities of the company. (ii) Profit in the year 1976 includes Rs. 16.43 lakhs profit on sale of a portion of land held as investment. (iii) (+) Indicate profit (iv) (—) Indicates loss. |

ANNEXURE-B
STATEMENT OF RESERVE AND SURPLUS

| Exhibit No. | Year ended | General Reserve | Appears at page No. B/S | Total Reserve Rs. in lakhs | Appear at page No. of B/S |
|----------------------------------|--------------------|-----------------|-------------------------|----------------------------|---------------------------|
| W-10 (Refer B/S 1966-67) | 31st January, 1966 | 2.29 | 6 | 2.75 | 6 |
| W-10 | " 1967 | 4.93 | 6 | 5.39 | 6 |
| W-11 (Refer B/s of 1968-69 W-11) | " 1968 | 13.48 | 6 | 13.94 | 6 |
| W-11 | " 1969 | 12.87 | 6 | 13.33 | 6 |
| W-12 | " 1970 | 7.19 | 6 | 7.67 | 6 |
| W-13 | " 1971 | 7.11 | 6 | 7.61 | 6 |
| W-14 (Refer B/S of 1972-73 W-14) | " 1972 | 2.18 | 6 | 2.56 | 6 |
| W-14 | 30th June' 1973 | 2.70 | 7 | 3.04 | 7 |
| W-15 | " 1974 | 2.70 | 5 | 2.93 | 5 |
| M.122 | " 1975 | Nil | | 0.21 | 10 |
| M.121 | " 1976 | Nil | | 0.21 | 8 |
| M.120 | " 1977 | Nil | | 0.20 | 8 |
| M.119 | " 1978 | Nil | | 0.19 | 8 |
| M.118 | " 1979 | Nil | | 0.19 | 12 |
| M.166 | " 1980 | Nil | | Nil | |

ANNEXURE-C

| Exhibit No. | Page No. | Year | Raising in M.T. |
|----------------------------|----------|------------------------|-----------------|
| W-14 | 3 | 30-6-73 (17 months) | 6,21,499 |
| W-15 | 2 | 30-6-74 | 3,55,759 |
| M.122 | 5 | 30-6-75 | 1,94,899 |
| M.121 | 19 | 30-6-76 | 4,71,361 |
| M.120 | 15 | 30-6-77 | 3,56,588 |
| M.119 | 17 | 30-6-78 | 2,98,122 |
| M.118 | 22 | 30-6-79 | 2,48,517 |
| M.166 Schedule 'F' of B/S. | | 30-6-80 (9 months) | 1,55,696 |

If the average production would have been nearly 4.5 (Four and half) Lakh MT the capacity to pay would have been enhanced by nearly 2,19,66,526 by now.

3.4. The financial burden of the Reddy Award, Pai settlement and Arbitration Award if implemented and upto 31-3-80 would be as follows:

Would be as per details given in exhibits Nos. M-158, M-159, M-160 and M-161 and the total comes to:—

ANNEXURE-D.

| | | | |
|----------------|---------|--|--------------------|
| | | Incidence of Reddy Award Dt. 15-10-73 | |
| M-158 (Page-1) | | Rs. 22,65,954.96 | |
| (Page-2) | | Rs. 4,67,366.64 | |
| (Page-2) | | Rs. 24,16,922.04 | |
| (Page-2) | | Rs. 16,94,316.00 | |
| (Page-3) | | Rs. 24,12,413.64 | |
| (Page-3) | | Rs. 28,12,897.08 | |
| (Page-3) | | Rs. 22,85,852.40 | |
| | | | Rs. 1,43,55,722.76 |
| M-159 | | Incidence of Pai Settlement dated 7-5-75 | |
| | | Total incidence up to 31-3-80 | |
| | | 31-3-80 | Rs. 47,00,375.18 |
| M-160 | 31-3-80 | Incidence of Arbitration Award dt. 26-9-78 | |
| | | Up to 31-3-80 | Rs. 22,18,592.00 |
| | | Grand Total of the assumed liability up to 31-3-80 | Rs. 2,12,74,689.94 |
| | | After 1-4-80 till 31-7-82 if the liability would be computed | Rs. 1,66,55,866.13 |
| | | Total : | Rs. 3,79,30,551.07 |

All India Cost of living (based on rise of index for industrial workers base, 1960)

Extract of the Index figure enclosed as Annexure-A.

J. P. SINGH, Presiding Officer
[L-29011/36/78-D. III (B)]

New Delhi, the 4th January, 1983

S.O. 391.—In pursuance of section 17 of the industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Smt. Babita Roy, I.T.O. Jolhari Iron and Manganese Minem Jojang, and thier workmen, which was received by the Central Government.

BEFORE JUSTICE SHRI S.R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIT[LC(R) (1 of 1968/64 of 1982).

PARTIES :

Employers in relation to the management of Smt. Babita Roy, I.T.O. Jolhari Iron and Manganese Mine, Jojang and their workmen represented through the Keonjhar Mines and Forest Workers Union, P. O. and District Barbil (Orissa).

APPEARANCES :

For Employers—Shri S. S. Mukherji, Advocate.

For Union—Shri H. Behra.

INDUSTRY : Iron Ore DISTRICT : Barbil (Orissa).

AWARD

Dated : November 25, 1982

This is a reference made by the Government of India in the Ministry of Labour vide it's Order No. F. No. 37/22/67/LRI dated 28-12-1967, for the adjudication of the following dispute as mentioned in Schedule II to the order of reference relating to the workmen employed in the Iron Ore Mines of the employers mentioned in Schedule I below :—

SCHEDULE I

1. M/s. S. Lal and Company (P) Ltd. Barbil.
2. M/s. B. Patnaik Mines (P) Ltd., Sarenda, Barbil.
3. M/s. Hindustan General Electrical Corporation (P) Ltd. Barbil.
4. M/s. B. N. Sarenda, Mine Owner, Murgabera Iron Ore Mines, Chaibasa.
5. M/s. K. N. Ram and Co. Roida Iron Mines, Barbil.
6. M/s. K. N. Ram and Co. Roida Manganese Mine, Barbil.
7. M/s. M. L. Rungta and Co. Mine Owner, Chaibasa.
8. M/s. L. N. Bhanj Deo, Inganijharan Iron and Manganese Mine, Inganijharan.
9. M/s. M. S. Dev, Inganijharan Manganese Mine, P.O. Barbil.
10. M/s. Babita Roy, I.T.O., Jolhari Iron and Manganese Mine, Jojang.
11. M/s. N. H. Rehman, Guwali, Iron Mine, Guwali.
12. M/s. N. H. Fegrade, Guwali Iron Mine, Guwali.
13. M/s. Orissa Minerals Development Co. Ltd., Nalda, Barbil.
14. M/s. Mining and Transporting Co., Barbil.

SCHEDULE II

Whether the demands of the workmen employed in the Iron Ore Mines of the managements whose names are specified in Schedule I for implementation of the recommendations of the Central Wage Board for the Iron Ore Mining Industry are justified ? If so, to what relief are they entitled and from what date ?

2. Out of the 14 employers mentioned in Schedule I to the order of reference my predecessor has recorded Part I Award on 4-1-1972 in respect of Employer No. 1 viz., M/s. S. Lal and Co. (P) Ltd. Barbil. Subsequently my predecessor after splitting up some employers and registering their cases separately passed awards on 28-2-1978 in respect of the following employers :—

1. M/s. B. Patnaik Mines (P) Ltd. (Employer No. 2) (Case No. 1 of 1968/10 of 1978).
2. M/s. K. N. Ram and Co., Roida Iron Mine, Barbil (Employer No. 5—Case No. 1 of 1968/11 of 1978).
3. M/s. Orissa Minerals Development Company, Nalda, Barbil (Employer No. 13—Case No. 1 of 1968/12 of 1978).
4. M/s. Mining and Transporting Company Barbil (Employer No. 14—Case No. 1 of 1968/13 of 1978).

3. I have given my awards in respect of the following employers on 25-11-1982 :—

1. M/s. Hindustan General Electrical Corporation (P) Ltd. Barbil (Employer No. 3—Case No. 1 of 1968/58 of 1982).
2. M/s. B. N. Sarenda and Company, Roida Iron Mines, Barbil (Employer No. 4—Case No. 1 of 1968/59 of 1982).
3. M/s. M. L. Rungta and Co., Mine Owner, Chaibasa (Employer No. 7—Case No. 1 of 1968/61 of 1982).
4. M/s. L. N. Bhanj Deo, Inganijharan Iron and Manganese Mine, Inganijharan (Employer No. 8—Case No. 1 of 1968/62 of 1982).

4. For the reasons given in the award passed today in Ref. Case No. 1 of 1968/58 of 1982, the award in this case is as under :—

The demands made by the workers of Smt. Babita Roy, I.T.O. Jolhari Iron and Manganese Mine, Jojang are not justified and they are not entitled to any relief. No order as to costs.

[F. No. 37/22/67/LRI]

S. R. VYAS, Presiding Officer
25-11-1982.

S.O. 392.—In pursuance of section 17 of the industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Messrs L. N. Bhanj Deo, Inganijhara Iron and Manganese Mine, Inganitharan and their workmen, which was received by the Central Government.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)
CASE NO. CGIT[LC(R) (1 of 1968)/(62 of 1982).

PARTIES :

Employers in relation to the management of M/s. L.N. Bhanj Deo, Inganijharan Iron and Manganese Mine, Inganijharan and their workmen represented through the Keonjhar Mines and Forest Workers Union, P.O. and District Barbil (Orissa).

APPEARANCES :

For Employers —Shri S. S. Mukherji, Advocate.

For Union—Shri H. Behra.

INDUSTRY : Iron Ore DISTRICT : Barbil (Orissa)

AWARD

Dated, Jabalpur, 25th November, 1982

This is a reference made by the Government of India in the Ministry of Labour vide it's Order No. F. No. 37/22/67/LRI dated 28-12-1967, for the adjudication of the following

dispute as mentioned in Schedule II to the order of reference relating to the workmen employed in the Iron Ore Mine of the employers mentioned in Schedule I below :—

SCHEDULE I

1. M/s. S. Lal and Company (P) Ltd., Barbil.
2. M/s. B. Patnaik Mines (P) Ltd., Sarenda, Barbil.
3. M/s. Hindustan General Electrical Corporation (P) Ltd., Barbil.
4. M/s. B. N. Sarenda, Mine Owner, Murgabera Iron Ore Mines, Chaibasa.
5. M/s. K.N. Ram and Co. Roida Iron Mines, Barbil.
6. M/s. K.N. Ram and Co. Roida Manganese Mine, Barbil.
7. M/s. M. L. Rungta and Co. Mine Owner, Chaibasa.
8. M/s. L. N. Bhanj Deo Inganiharan Iron and Manganese Mine, Inganiharan.
9. M/s. M. S. Dev, Inganiharan Manganese Mine, P.O. Barbil.
10. M/s. Sabita Roy, I.T.O., Jolhari Iron and Manganese Mine, Jojag.
11. M/s. N. H. Rehman, Guwali Iron Mine, Guwali.
12. M/s. N. H. Fegrade, Guwali Iron Mine, Guwali.
13. M/s. Orissa Minerals Development Co. Ltd., Nalda, Barbil.
14. M/s. Mining and Transporting Co., Barbil.

SCHEDULE II

Whether the demands of the workmen employed in the Iron Ore Mines of the managements whose names are specified in Schedule I for implementation of the recommendations of the Central Wage Board for the Iron Ore Mining Industry are justified ? If so, to what relief are they entitled and from what date ?

2. Out of the 14 employers mentioned in Schedule I to the order of reference, my predecessor has recorded Part I Award on 4-1-1972 in respect of Employer No. 1, viz., M/s. S. Lal and Co. (P) Ltd., Barbil. Subsequently my predecessor, after splitting up some employers and registering their cases separately passed awards on 23-2-1978 in respect of the following employers :—

1. M/s. B. Patnaik Mines (P) Ltd., (Employer No. 2—Case No. 1 of 1968/10 of 1978).
2. M/s. K. N. Ram and Co., Roida Iron Mine, Barbil (Employer No. 5—Case No. 1 of 1968/11 of 1978).
3. M/s. Orissa Minerals Development Company Ltd., Nalda, Barbil (Employer No. 13—Case No. 1 of 1968/12 of 1978).
4. M/s. Mining and Transporting Company, Barbil (Employer No. 14—Case No. 1 of 1968/13 of 1978).

3. I have given my awards in respect of the following employers on 25-11-1982 :—

1. M/s. Hindustan General Electrical Corporation (P) Ltd., Barbil (Employer No. 3—Case No. 1 of 1968/58 of 1982).
2. M/s. B. N. Sarenda and Company, Roida Iron Mines, Barbil (Employer No. 4—Case No. 1 of 1968/59 of 1982).
3. M/s. M. L. Rungta and Co., Mine Owner, Chaibasa (Employer No. 7—Case No. 1 of 1968/61 of 1982).

4. For the reasons given in the award passed today in Ref. Case No. 1 of 1968/58 of 1982, the award in this case is as under:—

The demands made by the workers of M/s. L. N. Bhanj Deo, Inganiharan Iron and Manganese Mine, Inganiharan, are not justified and they are not entitled to any relief. No order as to costs.

S. R. VYAS, Presiding Officer
[F. No. 37/22/67/LRI]

Dated : 25-11-82.

S.O. 393.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Messrs N. H. Fegrade, Guwali Iron Mine, Guwali and their workmen, which was received by the Central Government.

BEFORE JUSTICE SHRI S. R. VYAS (RTD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)
CASE NO. CGIT/LC(R) (1 of 1968/66 of 1982).

PARTIES :

Employers in relation to M/s. N. H. Fegrade, Guwali Iron Mine, Guwali and their workmen represented through the Keonjhar Mines and Forest Workers' Union, P.O. and District Barbil (Orissa).

APPEARANCES :

For Employers—Shri S. S. Mukherjee, Advocate.

For Union—Shri H. Behra.

INDUSTRY : Iron Ore DISTRICT : Barbil (Orissa)

AWARD

Dated, the 26th November, 1982

This is a reference made by the Government of India in the Ministry of Labour vide its Order No. F. 37/22/67/LRI dated 28-12-1967, for the adjudication of the following dispute as mentioned in Schedule II to the order of reference relating to the workmen employed in the Iron Ore Mines of the employers mentioned in Schedule I below :—

SCHEDULE I

1. M/s. S. Lal and Company (P) Ltd., Barbil.
2. M/s. B. Patnaik Mines (P) Ltd., Sarenda, Barbil.
3. M/s. Hindustan General Electrical Corporation (P) Ltd., Barbil.
4. M/s. B. N. Sarenda, Mine Owner, Murgabera Iron Ore Mines, Chaibasa.
5. M/s. K. N. Ram and Co., Roida Iron Mines, Barbil.
6. M/s. K.N. Ram and Co., Roida Manganese Mine, Barbil.
7. M/s. M. L. Rungta and Co., Mine Owner, Chaibasa.
8. M/s. L. N. Bhanj Deo, Inganiharan Iron and Manganese Mine, Inganiharan.
9. M/s. M. S. Dev, Inganiharan Manganese Mine, P.O. Barbil.
10. M/s. Sabita Roy, I.T.O., Jolhari Iron and Manganese Mine, Jojag.
11. M/s. N. H. Rehman, Guwali Iron Mine, Guwali.
12. M/s. N. H. Fegrade, Guwali Iron Mine, Guwali.
13. M/s. Orissa Minerals Development Co. Ltd., Barbil.
14. M/s. Mining and Transporting Co., Barbil.

SCHEDULE II

Whether the demands of the workmen employed in the Iron Ore Mines of the Management whose names are specified in Schedule I for implementation of the recommendations of the Central Wage Board for Iron Ore Mining Industry are justified ? If so, to what relief are they entitled and from what date ?

2. Out of the 14 employers mentioned in Schedule I to the order of reference my predecessor has recorded Part I Award on 4-1-1972 in respect of Employer No. 1 viz., M/s. S. Lal and Company (P) Ltd., Barbil. Subsequently my predecessor after splitting up some employers and registering their cases separately passed awards on 28-2-1978 in respect of the following employers :—

1. M/s. B. Patnaik Mines (P) Ltd. (Employer No. 2—Case No. 1 of 1968/10 of 1978).
2. M/s. K. N. Ram and Co., Roida Iron Mine, Barbil (Employer No. 5—Case No. 1 of 1968/11 of 1978).
3. M/s. Orissa Minerals Development Company, Nalda, Barbil (Employer No. 13—Case No. 1 of 1968/12 of 1978).
4. M/s. Mining and Transporting Company, Barbil (Employer No. 14—Case No. 1 of 1968/13 of 1978).

3. I have recorded my awards in respect of the following employers on 25-11-1982 and 26-11-1982 :—

1. M/s. Hindustan General Electrical Corporation (P) Ltd., Barbil (Employer No. 3—Case no. 1 of 1968/58 of 1982).
2. M/s. B. N. Sarenda and Co., Roida Iron Mines, Barbil (Employer No. 4—Case No. 1 of 1968/59 of 1982).
3. M/s. M. L. Rungta and Co., Mine Owner, Chaibasa (Employer No. 7—Case No. 1 of 1968/61 of 1982).
4. M/s. L. N. Bhanj Deo, Inganijharan Iron and Manganese Mine, Inganijharan (Employer No. 8—Case No. 1 of 1968/62 of 1982).
5. M/s. Sabita Roy, I.T.O., Jolhari Iron and Manganese Mine, Jojang (Employer No. 10—Case No. 1 of 1968/64 of 1982).
6. M/s. N. H. Rehman, Guwali Iron Mine, Guwali (Employer No. 11—Case No. 1 of 1968/65 of 1982).

4. For the reasons given in the award passed on 25-11-82 in Ref. Case No. 1 of 1968/58 of 1982 in respect of the demands of workers of Employer No. 3, the award in this case is also as under :—

The demands made by the workers of M/s. N. H. Fegrade, Nadhi Iron Ore Mine, district Barbil, are not justified and they are not entitled to any relief. There will be no order as to costs.

S. R. VYAS, Presiding Officer
[F. No. 37/22/67-LRI]

S.O. 394—In pursuance of Section 17 of the Industrial Disputes, Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to Messrs B. N. Sarenda Mine Owner, Murgabera Iron Ore Mine, Chaibasa and their workmen, which was received by the Central Government.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) (1 of 1968/59 of 1982)

PARTIES :

Employers in relation to M/s B. N. Sarenda, Mine Owner Murgabera Iron Ore Mine, Chaibasa and their workmen represented through the Keonjhar Mines and Forest Workers Union, P.O. and District Barbil (Orissa).

APPEARANCES :

For Employers—Shri S. S. Mukherji, Advocate.

For Union—Shri H. Behra.

INDUSTRY : Iron Ore . . . DISTRICT : Barbil (Orissa).

AWARD

Dated, the 25th November, 1982

This is a reference made by the Government of India in the Ministry of Labour vide its Order No F. No. 37/22/67/LRI dated 28-12-1967, for the adjudication of the following dispute as mentioned in Schedule II to the order of reference relating to the workmen employed in the Iron Ore Mines of the employers mentioned in Schedule I below :—

SCHEDULE I

1. M/s. S. Lal and Company (P) Ltd., Barbil.
2. M/s. B. Patnaik Mines (P) Ltd., Sarenda, Barbil.
3. M/s. Hindustan General Electrical Corporation (P) Ltd., Barbil.
4. M/s. B. N. Sarenda, Mine Owner, Murgabera Iron Ore Mines, Chaibasa.
5. M/s. K. N. Ram and Company, Roida Iron Mines, Barbil.
6. M/s. K. N. Ram and Co. Roida Manganese Mine, Barbil.
7. M/s. M. L. Rungta and Co., Mine Owner, Chaibasa.
8. M/s. S. N. Bhanj Deo, Inganijharan Iron and Manganese Mine, Inganijharan.
9. M/s. M. S. Dev, Inganijharan Manganese Mine, P.O. Barbil.
10. M/s. Sabita Roy, I.T.O., Jolhari Iron and Manganese Mine, Jojang.
11. M/s. N. H. Rehman, Guwali Iron Mine, Guwali.
12. M/s. N. H. Fegrade, Nadhi Iron Mine, Barbil.
13. M/s. Orissa Minerals Development Co. Ltd., Nalda, Barbil.
14. M/s. Mining and Transporting Co., Barbil.

SCHEDULE II

Whether the demands of the workmen employed in the Iron Ore Mines of the managements whose names are specified in Schedule I for implementation of the recommendations of the Central Wage Board for the Iron Ore Mining Industry are justified? If so, to what relief are they entitled and from what date?

2. Out of the 14 employers mentioned in Schedule I to the order of reference my predecessor has recorded Part I Award on 4-1-1972 in respect of Employer No. 1 viz., M/s. S. Lal and Company (P) Ltd., Barbil. Subsequently my predecessor after splitting up some employers and registering their cases separately passed awards on 28-2-1978 in respect of the following employers :—

1. M/s. S. Patnaik Mines (P) Ltd. (Employer No. 2) (Case No. 1 of 1968/10 of 1978).
2. M/s. K. N. Ram and Co., Roida Iron Mine, Barbil (Employer No. 5) (Case No. 1 of 1968/11 of 1978).
3. M/s. Orissa Minerals Development Company Ltd., Nalda, Barbil (Employer No. 13) (Case No. 1 of 1968/12 of 1978).
4. M/s. Mining and Transporting Company, Barbil (Employer No. 14) (Case No. 1 of 1968/13 of 1978).

3. I have given my award in respect of the demands of the workmen against M/s. Hindustan General Electrical Corporation (P) Ltd., Barbil (Employer No. 3) in Case No. 1 of 1968/58 of 1982, today.

4. For the reasons given in the award passed today in Ref. Case No. 58/82 the award in this case is also as under :—

The demands made by the workers of M/s. B. N. Sarenda, Mine Owner, Murgabera Iron Ore Mine, Chaibasa are not justified and they are not entitled to any relief. No order as to costs.

S. R. VYAS, Presiding Officer
[F. No. 37/22/67/LRI]

S.O. 395.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Messrs M. L. Rungta and Company Mine Owners, Chaibasa and their workmen, which was received by the Central Government.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESID-
ING OFFICER, CENTRAL GOVT. INDUSTRIAL TRI-
BUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) (1 of 1968/61 of 1982)

PARTIES:

Employers in relation to M/s. M. L. Rungta and Co., Mine owner, Chaibasa and their workmen represented through the Keonjhar Mines and Forest Workers Union, P.O. and District Barbil (Orissa).

APPEARANCES:

For Employers—Shri S. S. Mukherji, Advocate.

For Union—Shri H. Behra.

INDUSTRY: Iron Ore

DISTRICT: Barbil (Orissa)

AWARD

Dated, the 25th November, 1982

This is a reference made by the Government of India in the Ministry of Labour vide its Order No. F. No. 37/22/67/LRI dated 28-12-1967, for the adjudication of the following dispute as mentioned in Schedule II to the order of reference relating to the workman employed in the Iron Ore Mines of the employers mentioned in Schedule I below:—

SCHEDULE I

1. M/s. S. Lal and Company (P) Ltd., Barbil.
2. M/s. B. Patnaik Mines (P) Ltd., Sarenda, Barbil.
3. M/s. Hindustan General Electrical Corporation (P) Ltd., Barbil.
4. M/s. B. N. Sarenda, Mine Owner, Murgabera Iron Ore Mines, Chaibasa.
5. M/s. K. N. Ram and Company, Roida Iron Mines, Barbil.
6. M/s. K. N. Ram and Co. Roida Maganese Mine, Barbil.
7. M/s. M. L. Rungta and Co. Mine Owner, Chaibasa
8. M/s. L. N. Bhanj Deo, Inganijharan Iron and Manganese Mine, Inganijharan.
9. M/s. M. S. Dev, Inganijharan Manganese Mine, PO Barbil.
10. M/s. Sabita Roy, IFO Jolhari Iron and Manganese Mine, Jojhang.
11. M/s. N. H. Rehman, Guwali Iron Mine, Guwali.
12. M/s. N. H. Fegrade, Nadhi Iron Mine, Barbil.
13. M/s. Orissa Minerals Development Co. Ltd., Nalda, Barbil.
14. M/s. Mining and Transporting Co., Barbil.

SCHEDULE II

“Whether the demands of the workman employed in the Iron Ore Mines of the managements whose names are specified in Schedule I for implementation of the recommendations of the Central Wage Board for the Iron Ore Mining Industry are justified? If so, to what relief are they entitled and from what date?”

2. Out of the 14 employers mentioned in Schedule I to the order of reference my predecessor has recorded Part I Award on 4-1-1972 in respect of Employer No. 1 viz., M/s S. Lal and Company (P) Ltd., Barbil. Subsequently my predecessor after splitting up some employers and registering their cases separately passed awards on 28-2-1978 in respect of the following employers:—

Dated, the 27th November, 1982

AWARD

The Central Government has referred this industrial dispute under S. 10 of the I. D. Act to this Tribunal under Order No. L-28011(7)/79-DIII(B), dated 23-10-1980 with the following Schedule :

SCHEDULE

"Whether the demand of the workmen of Bhanakhap Mica Mine of M/s. Bhanakhap Mica Mining Company, Post Office Sigar, Dist. Nowadah for the payment of bonus at the rate of 20 per cent for the account years ending 31st December, 1976, 1977 and 1978 are justified ? If so, to what relief the workmen are entitled ?"

2 The simple case of the workman is that the management earned huge profits during the accounting years 1976, 1977 and 1978 but paid only at the minimum of bonus at the rate of 8.33 per cent. Their claim is that according to the profit the bonus payable to the workmen was 20 per cent.

3. The management has filed written statement alleging that there was no profit during the accounting years 1976, 1977 and 1978 so that the minimum bonus at 8.33 per cent had to be given to the workmen. Their further case is that the account for the year 1976 was screened, scrutinised and the Income Tax authorities as correct. Moreover, the accounts were audited and accepted by the auditor as correct.

3. For a long time the management has not been showing any interest in this case. Some documents were filed by the management but no care was taken to produce all the documents or to get them proved. In fact when the evidence was began W.W.1, WW-2 and WW-3 were examined and cross-examined. The last date on which the parties appeared was 31-8-82. Thereafter several dates were given for the parties to appear and to contest this case. But none of them had taken any interest.

4. On behalf of the workmen only oral evidence has been adduced and no document filed. The onus lies on the workmen to prove their demand of bonus at 20 per cent instead of the minimum bonus at 8.33 per cent. In a case like this conclusion has to be based on evidence of accounts. It appears from the record that a similar dispute arose in this very court for bonus of the accounting year 1975 in which there was settlement to pay bonus at the rate of 8.33 per cent. The position now is that neither the workmen nor the management are taking interest in this case. At one stage of proceeding there was talk of settlement but we do not know if the parties have come to terms and have given up contest. At any rate there is no material before me to come to a definite conclusion that the workmen are entitled to more than the minimum bonus already paid to them. But in all fairness to the parties this question has to be left open as to what should be correct percentage of bonus for the years 1976, 1977 and 1978. It is therefore held that this award ends in no dispute, and accordingly 'no dispute' award is passed.

J. P. SINGH, Presiding Officer
[L-28011/7/79-D.III(B)]

KANWAR RAJINDER SINGH, Under Secy.

1. M/s B. Patnaik Mines (P) Ltd. (Employer No. 2) (Case No. 1 of 1968/10 of 1978).
 2. M/s K. N. Ram and Co, Roida Iron Mine, Barbil. (Employer No. 5) (Case No. 1 of 1968/11 of 1978).
 3. M/s. Orissa Minerals Development Company Ltd., Nalda, Barbil (Employer No. 13) (Case No. 1 of 1968/12 of 1978).
 4. M/s. Mining and Transporting Company, Barbil (Employer No. 14) (Case No. 1 of 1968/13 of 1978).
3. I have given my awards in respect of the following employers on 25-11-1982:—

1. M/s Hindustan General Electrical Corporation (P) Ltd., Barbil (Employer No. 3) (Case No. 1 of 1968/58 of 1982).
2. M/s. B. N. Sarenda and Company, Roida Iron Mines, Barbil Employer No. 4—Case No. 1 of 1968/59 of 1982)
4. For the reasons given in the award passed today in Ref. Case No. 1 of 1968/58 of 1982, the award in this case is as under:—

The demands made by the workers of M/s M. I. Rungta and Co. Mine Owner, Chaibasa are not justified and they are not entitled to any relief. No order as to costs.

Dated 25-11-1982.

S. R. VYAS, Presiding Officer
[F. No. 37/22/67-LRI]

S.O. 396.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Dhanbad in the industrial dispute between the employer in relation to the management of M/s. Bhanakhap Mica Mining Company Limited and their workmen, which was received by the Central Government.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), DHANBAD

Reference No. 34 of 1980

In the matter of as industrial dispute under S. 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of M/s. Bhanakhap Mica Mining Company and their workmen.

APPEARANCES:

On behalf of the Employers—Shri B. B. Pandey, Advocate.

On behalf of the workmen—Shri B. Jashi, Advocate.

STATE: Bihar

INDUSTRY: Mica Mine

नई दिल्ली, 9 दिसम्बर, 1982

का. आ. 397 :—मैसर्स एम. एण्ड एच. गेयर्स (प्राइवेट) लिमिटेड, स्टेशन रोड, देवास-455001, (मध्य प्रदेश/2766), (जिसमें हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपाबंध अधिनियम, 1952 (1952 का 19) (जिसमें हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किन्हीं पुष्क अतिदाय या प्रीमियम का सदाय किए बिना हैं, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के प्रधान जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारियों निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के प्रधान उन्हें अनुभूत हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रथम शर्तियों का प्रयोग करने हुए और इसने उपाबंध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के समो उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के समूह में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्यप्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधिनियम-समय पर निविष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों का संचय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किन्हीं स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है या, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संचय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जान की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम से श्रेष्ठ उपलब्ध फायदे उन फायदों में अधिक अनुभूत हो जा उक्त स्कीम के अधीन अनुभूत है।

7. सामूहिक बीमा स्कीम में किन्हीं बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी की उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारियों के विधिक वारिस/नामनिर्देशितों को पत्निकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त मध्यप्रदेश के पूर्ण अनुमोदन के बिना नहीं किया जायेगा और अतः किसी संशोधन से कर्मचारियों के हित पर प्रतिबन्ध प्रभाव पड़ने की सम्भावना हो यदा, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना वृत्तिकोण स्पष्ट करने का सुविशेषण अपरार देगा।

9. यदि किन्हीं कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अर्थात् नहीं रह जाते हैं, या इस स्कीम के प्रधान कर्मचारियों को प्राप्त होने वाले फायदे किसी प्रति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किन्हीं कारणवश, नियोजक उस नियम तारीख के अन्तर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने से अवसर रहता है, और पारिवर्तकों को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय में किए गए किन्हीं व्ययक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों की जो यदि यह, छूट न दी गई होती या उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय या उत्तरदायित्व निश्चयक प हागा।

12. उक्त स्थापन के संबंध में निरीक्षण, इस स्कीम के प्रधान होने वाले किन्हीं सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितों/विधिक वारिसों को व वास्तविक रकम का संदाय तत्परता से और प्रत्येक वर्षा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के साथ दिन के अन्तर मुनिर्दिष्ट करेगा।

[संख्या एम-35014/377/82-पी. एफ.-2]

New Delhi, the 9th December, 1982

S.O. 397.—Whereas Messrs S. & H. Gears (Private Limited, Station Road, Dewas-455001, (MP/2766). (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees, Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh maintaining such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of

accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that could be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

का. आ. 398 :—मैसर्स ओरिएण्टल इम्पोर्ट्स एण्ड एक्सपोर्ट्स, लक्ष्मीनिकास, जयसुन्दर गंज, ग्वालियर-9 (मध्य प्रदेश/1045) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश नहुबड बीमा स्कीम, 1978 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

यस: केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शर्तियों का प्रयोग करते हुए और इससे उपावह अनुपूर्वी में निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मध्यप्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणालन में, जिसमें अलग-अलग व्यक्तियों का रजिस्टर बनाया जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रचारों का संदाय आदि भी हैं, होने वाले सभी कार्यों का रजिस्टर विवरणन द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रतिलिपि, और जब कभी उन्हें संशोधन किया जाए, तब उन संशोधनों की प्रतिलिपि कर्मचारियों की बहुसंख्या की भाषा में उनकी मध्य बातों या अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि धन या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरज दर्ज करेगा और उसकी दायत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपस्थिति कायदे बढ़ता जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपावह कायदों में सम्मिलित रूप से दृष्टि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपावह कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बान के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन राशिय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिभर के रूप में बंटी राशियों के प्रन्तर के व्ययकर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्यप्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिभूत प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविशेषतः अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस निश्चित तारीख के भीतर, जो भारतीय जीवन बीमा निगम निश्चित करे, प्रीमियम का संदाय करने में, असफल रहता है, और पालिसी का वापस हो जाने दिया जाता है, तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्ति-क्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो, यदि यह छूट न हो गई होती तो उक्त स्कीम के प्रन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके अधिकार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के तत्पश्चात् निश्चित करेगा।

[संख्या एस-35014/299/82-पी. एफ.-2]

S.O. 398.—Whereas Messrs Oriental Importers and Exporters Laxmi Niwas, Jayendra Ganj Gwalior 9 (MP/1045) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would, have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(299)/82-PF. II]

का. डा. 399 :—मैसर्स ब्रिटिश मोटर कार कम्पनी (1934) लिमिटेड, एन-ब्लाक, कनाट सर्किंग, नई दिल्ली-1 (दिल्ली-109), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम

कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

श्रीर. केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिनियम या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहव्यय बीमा स्कीम, 1976 (जिस अधिनियम इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं ;

अन. केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इनमें उपाख्य अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन का तीन वर्ष की अवधि लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजित प्रादेशिक भविष्य निधि आयुक्त, नई दिल्ली का ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा ज्ञा केन्द्रीय सरकार, समय-समय पर निदिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभावी का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा ज्ञा केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभावी का संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा सथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मूल्य वाली का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम मुरस्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये गते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्बन्धित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है, जो कर्मचारी का उम्र तथा अवस्था होती जब वह उक्त स्कीम के अधीन होता था, नियोजक कर्मचारी के विधिक धारि/नामनिर्देशनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त नई दिल्ली के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल

प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविधायुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम के, जिस स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असमर्थ रहता है, और पालिसी का व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के सदाय में किए गए किसी व्यतिक्रम की वशा में उन मृत सदस्यों के नाम निर्देशनियों या विधिक धारियों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशनियों/विधिक धारियों को बीमाकृत रकम का संदाय सत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मातृन के भीतर सुनिश्चित करेगा ।

[संख्या एस-35014/281/82-पी. एफ.-2]

S.O. 399.—Whereas Messrs British Motor Car Company (1934) Limited, N-Block, Connaught Circus, New Delhi-1 (DL/199) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, New Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, New Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(281)/82-PF. II]

का. भा. 400 :—मैसर्स श्री प्रोडक्ट्स लिमिटेड, एच. ए. निमिटेड, कम्पाउण्ड, पिम्परी-18 (महाराष्ट्र/7513), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार को समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सङ्ग्रह बीमा स्कीम, 1978 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुसृत हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियाँ भेजेगा और ऐसी लेखा रखेगा तथा निरीक्षण के लिए ऐसी नुविधान प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर मदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रयागः में, जिसके अन्तर्गत लेखाधियों का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का मदाय, लेखाधियों का अन्तर्गण, निरीक्षण प्रभागों के संदाय आदि भी हैं, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, सब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मूल्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम धुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम का मदान करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुसृत हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इन स्कीम के अधीन मरने पर उक्त स्कीम से कम है, जो कर्मचारी को उस वृत्ति में संदेय होता है, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत दारिम/नामनिर्देशितों को प्रतिहर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें प्रीमियम का संदाय करने में असफल रहता है, और पालिसी की व्यवगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रोविडन्स फंड के संदाय में किए गए किसी व्ययक्रम को बचा में उन मृत सदस्यों के नामनिर्देशनियों या विधिक धारियों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के संलग्न होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होता।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशनियों/विधिक धारियों का बीमाकृत खतम का संदाय संप्रदाय से और प्रत्यक्ष रक्का में भारतीय जीवन बीमा निगम से बीमाकृत खतम प्राप्त होने के तत्पश्चात् के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/285/82-पी. एफ.-2]

S.O. 400.—Whereas Messrs Shree Products Limited, H.A. Limited Compound, Pimpri-18, (MH/7513) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Fund, and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that

would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(285)/82-PF. II]

नई दिल्ली, 10 दिसम्बर, 1982

का. जा. 401:—मैसर्स कावेरी ग्रामीण बैंक, मुख्यालय, 314, दिवानरा रोड, मैसूर-1, (कर्नाटक/7300), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपाय अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रसियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की मासिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहवर्द्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभवे हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, कर्नाटक को ऐसी विवरणियाँ भेजेगा और ऐसे भेजा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की संपादन के 15 दिनों के भीतर संदाय करेगा, जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निविष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत सेवाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का, गृहाय, सेवाओं का अन्तर्गण, निरीक्षण प्रसारों का संदाय आदि की है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्य की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अर्ध-न छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम चुरन्त दर्ज करेगा और उक्त बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अर्ध-न कर्मचारियों को उपलब्ध फायदे बढ़ाये जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अर्ध-न कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अर्ध-न उपलब्ध फायदों उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अर्ध-न अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अर्ध-न सन्देय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में सन्देय होती, जब वह उक्त स्कीम के अर्ध-न होता था, नियोजक कर्मचारी के विधिक वारिस/नागरिकों को प्रतिकर के रूप में दोनों रकमों के अन्तर के अभाव रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, गन्तव्य के पूर्ण अनुमोदन के बिना नहीं किया जायेगा और जहाँ किया संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करन का सुनिश्चन अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उन सामूहिक बीमा स्कीम के जिसे स्थापन पड़ने अपना चुका है अर्ध-न नहीं रह जाते हैं, या इस स्कीम के अर्ध-न कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में अवकल रहता है, और गतिमो को अधगम हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिरिक्त की वशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट नहीं गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व निर्वाहक पर होता।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अर्ध-न आने वाले किसी सदस्य की मृत्यु होने पर उनके हक्काय नाम निर्देशितियों/

विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के तात दिनों के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/428/82-पी. एफ.-2]

New Delhi, the 10th December, 1982

S.O. 401—Whereas Messrs Cauvery Gramena Bank, Head Office 314, Dewans Road, Mysore-570001, (KN/7300) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund

Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(428)/82-PF. II]

का. जा. 402 :—मैसर्स सीट टायर्स आफ इण्डिया लिमिटेड, 463, डाक्टर अन्नी बेसन्त रोड, बम्बई-25 (महाराष्ट्र/4553) और उसके आटोमोटिव टायर फैक्टरी भण्डुप, बम्बई-78 (महाराष्ट्र/5581) और साइकिल टायर यूनिट 82, एम. आई. डी. सी. इण्डस्ट्रियल एस्टेट, सतपुर, नासिक-422007, (महाराष्ट्र/15654), पर स्थित (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधि गठबंधन बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुमूर्त्तों में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तत्काल वर्ग का अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र (बम्बई) को ऐसी विवरणियाँ भेजेगी और ऐसे लेखा रखेगी तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगी जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास को समाप्त के 15 दिन के भीतर संदाय करेगा और केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अस्तंगत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उन्में संशोधन किया जाए, तथा उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में, उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरुत्व दर्ज करेगा और उसकी आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मृत्यु रकम उस रकम के कम है, जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असमर्थ रहता है, और पोलिसी की व्यापक हो जाने बिना जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक को दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व निगम पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर उक्त हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाभुत रकम का संदाय अंतरता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम ने बीमाभुत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/384/82-पी. एफ.-2]

S.O. 402.—Whereas Messrs Ceat Tyres of India Limited, 463, Dr. Annie Besant Road, Bombay-25, (MH/4553) and its Automotive Tyre Factory at Bhandup, Bombay-78 (MH/5581) and Cycle Tyre Unit at 82, M.I.D.C. Industrial Estate, Sampur, Nasik-422007, (MH/15654), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the

Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and here any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(384)/82-PF. II]

का. अ. 403 :—मैसर्स हिन्दुस्तान कास्टिंग्स, 72-वी., इण्डस्ट्रियल एरिया 'ए' एक्सटेन्शन, लुधियाना-141003, (पंजाब/5311), (जिसे इसमें इसको पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसको पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निरोध सहवर्द्ध बीमा स्कीम 1976 (जिसे इसमें इसको पश्चात् उक्त स्कीम कहा गया है) के अधीन उक्त अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा, (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपबन्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर विनिर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक भाग की सम्पत्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के अन्तर्गत (क) के अधीन समय-समय पर विनिर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुशोचित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब तक उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाधत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है, जो कर्मचारी को उस वृत्ति में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने का आभास होता है, तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वृत्ति में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो, यदि यह छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/402/82-पी. एफ. -2]

S.O. 403.—Whereas Messrs Hindustan Castings, 2-B, Industrial Area 'A' Extension, Ludhiana-141003 (PN/5311), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(402)/82-PF.II]

का. आ. 404 :—मैसर्स रंगास्वामी एण्ड कम्पनी, वी. सी. सी. सोनाइटी बिल्डिंग्स, पहली मैन रोड, चमा-राजपेट, बंगलौर-18, (कॉन्ट्रॉल/5630), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्म-कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संदाय किए बिना ही,

भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश महत्व बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुसूचित है,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इनके उपाखण्ड अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक श्रमिक निधि आयुक्त कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा ग्रेडों तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदन सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब तक उसे संशोधन किया जाए, सब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मूल्य बातों का अनुवाद स्थापन के मूखन-मूट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी श्रमिक निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की शोषण निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उक्त नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संश्लेष करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को 'उत्तम' फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में मनुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उत्तम फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुसूचित हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के श्रमिक वारिस/नामानर्देशितों को प्रतिफल के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक श्रमिक निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, तहां प्रादेशिक श्रमिक निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना सुनिश्चित स्पष्ट करने का गुंथनपुंथन धक्का देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले कराया चुका है

अधीन नहीं रह जाते हैं, या : - स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को ब्यपत हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मूल सदस्यों के नामनिर्देशितियों या श्रमिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/श्रमिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/201/82-पी. एफ. -2]

S.O. 404.—Whereas Messrs Rangaswamy and Company, B.C.C. Society Buildings, 1st Main Road, Chamarajpet, Bangalore-18 (KN/5630) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India, in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme

appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heirs/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(401)/82-PF.II]

कां. आ. 405—मैसर्स सतारा जिला सेन्ट्रल को-ऑपरेटिव बैंक लिमिटेड, शिवाजी गार्डन, रविबार पेट, पोस्ट बाक्स नं. 6, सतारा, (महाराष्ट्र/6900), (जिसे इसमें इसकी पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुसूची है ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाय अनुसूची में निम्नलिखित शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा

तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निदिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारी का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निदिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिनके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का मंदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारी का सदाय आदि भी है, होने वाले सभी व्यय का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को संवत् करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है, जो कर्मचारी की उस दशा में संदेश्य होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्ति-युक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत सारीख के भीतर, जो भारतीय जीवन बीमा नियम नियत कर, प्रीमियम का मंदाय करने में अवफल रहता है, और पात्रों को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिक्रम की दशा में उन मूल सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के मंदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्धारित/विधिक बरिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/407/82-पी. एफ.-2]

S.O. 405.—Whereas Messrs The Satara District Central Co-operative Bank Limited, Shivaji Circle, Raviwar Peth, Post Box No. 6, Satara (MH/6908) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution on payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(407)/82-PF.II]

का. आ. 406 :—मैसर्स नासिक जिला सेण्ट्रल को-ऑपरेटिव बैंक लिमिटेड, ओल्ड आगरा रोड, नामिक-2, (महाराष्ट्र/6908), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक प्रमियाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष है ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा, प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उग संशोधन की प्रति तथा कर्मचारियों की अनुसूची की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6 यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं, तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुमोदित हैं।

7 सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उक्त स्कीम से कम है, जो कर्मचारी की उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों का प्रतिभर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8 सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि, आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा, और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों की अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9 यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले प्रस्ताव चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो छूट रद्द की जा सकती है।

10 यदि किसी कारणवश, नियोजक उस नियत तरीके के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11 नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकर की दशा में उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12 उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार नाम निर्दिष्टितों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/406/82-पी. एफ.-2]

S.O. 406.—Whereas Messrs The Nasik District Central Co-operative Bank limited, Old Agra Road, Nasik-2 (MH/6963), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India, in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities of inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under the Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment

shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. 35014(406)/82-PF. II]

क्र० आ० 407.—मैगर्स लक्ष्मी विलास बैंक लिमिटेड, पोस्ट बॉक्स नं० 462, मद्रास-6 (तमिल नाडु/4176) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संवाह किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिल नाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निश्चित करे ।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाह, लेखाओं का अन्तरण, निरीक्षण प्रचारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहान नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, सब उस संशोधन की प्रति तथा कर्मचारियों की बहुमंजरी की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पत्र पर प्रवर्तित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहलू ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसको वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बहाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर उस स्कीम के अधीन सदस्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संवेद्य होता, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संवाह में किए गए किसी व्यक्तिगत की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाह का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[संख्या एस-35014(405)/82-पी०एफ०-II]

S.O. 407.—Whereas Messrs The Lakshmi Vilas Bank Limited, Post Box No. 462, Madras-6 (TN/4176), (hereinafter referred to as the said establishment) have applied for exemption under sub section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India, in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(405)/82-PF. II]

का० आ० 408 -- सैमस गवर्नर हंजी नियरिंग (प्राइवेट) लिमिटेड, 70 लक्ष्मी इनशोरेन्स बिल्डिंग, चौथी मंजिल सर पी०एम०रीड बम्बई-1 (महाराष्ट्र/6797) जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें

इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक भविष्य या प्रीमियम का संवाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधेय सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त महाराष्ट्र को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 16 दिन के भीतर संपाद करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संवाय प्राप्ति भी है, होने वाले सभी व्ययों का बहान नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तथा उस संशोधन की प्रति तथा कर्मचारियों की अनुसूचिका की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन स्वयं रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संवेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

और केन्द्रीय सरकार का समर्थन हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक प्रशिक्षण या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अर्धीन जीवन

बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुभूत हैं जो कर्मचारी विशेष सहवर्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायक अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक अविष्य निधि प्रायुक्त, मध्य प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रमारों का प्रत्येक मास को समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाधर्मी का रखा जाया, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाधर्मी का अन्तरण, निरीक्षण प्रमारों का संदाय आदि जो है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी अविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की अविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम पुरन्त रखे करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदल करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुभूत हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक अविष्य निधि प्रायुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक अविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना

बुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पानिसी को व्ययगत हो जाने दिया जात है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/423/82-पी०एफ-II]

S.O. 409.—Whereas Messrs Bharat Heavy Electricals Limited, Bhopal-462022 (MP/687), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India, in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol

him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(423)/82-PF. II]

का० आ० 410.—मैसर्स जेपज मेडिकल स्टोर्स मैन्युफैक्चरिंग (उत्तर प्रदेश) लिमिटेड, 2 वी, बोथो रोड इलाहाबाद-2, उत्तर प्रदेश (जी० आर० 1/उत्तर प्रदेश-4386 जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) के कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए प्रार्थना किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक भविष्य या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेध सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन को तीस वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्राथमिक भविष्य निधि प्रायुक्त उत्तर प्रदेश को ऐतः विरहीता देवे। और ऐसे लेखा रहेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रसारों का संदाय प्राप्ति भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत प्राथमिक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्धेय रकम उस रकम से कम है, जो कर्मचारी को उस वृत्ति में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्राथमिक भविष्य निधि प्रायुक्त उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्राथमिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संवाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यक्तिकर की वृत्ति में उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को

जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य का मृत्यु होने पर उसके हकदार नाम निर्धारितियों/विधिक वारिसों का बामाकृत रुकम का संदाय तत्परता से और प्रत्येक वर्ष में भारतीय जीवन बीमा निगम से बामाकृत रुकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/426/82-पीएफ-11]

S.O. 410.—Whereas Messrs Dey's Medical Stores Manufacturing (Uttar Pradesh) Limited, 2/B, Beli Road, Allahabad-2, Uttar Pradesh, (GR-1/UP-4385), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under the Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(426)/82-PF. II]

का० आ० 411.—मैसर्स मंगलौर केमिकल्स एन्ड फर्टिलाइजर्स लिमिटेड, धिवराज मेनशन, 10/2, कस्तूरबा रोड, बंगलूर-1 (कर्नाटक/6937), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी कविव्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक प्रविधाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधेय सहकारी बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के समी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक कविव्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहूत नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उसके संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों का बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उनकी वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने का व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्थापन के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुमोदित हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सम्पत्ति सम्पत्ति उस स्कीम से कम है, जो कर्मचारी को उस दशा में संभय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों स्कीमों के अन्तर के अंतर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त फनॉटिक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पड़ने अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उन नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम निश्चय करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को ब्यवस्था हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संशय में किए गए किसी व्ययक्रम की दशा में उन मूल सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उका स्कीम के प्रत्यक्ष होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उनके द्वारा नामनिर्देशितों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के बाद दिन के भीतर सुनिश्चित करेगा।

[संख्या एन-35014/411/82-पीएफ-II]

S.O. 411.—Whereas Messrs Mangalore Chemicals and Fertilizers Limited, Khivraj Mansion, 10/2, Kusturba Road, Bangalore-1 (KN/6937) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employee, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of

deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. 35014(411)/82-PF. II]

कां० ४१२—सूरत जिला को-ऑपरेटिव मिलक प्रोड्यूसर्स यूनिवर्स लिमिटेड, पोस्ट बॉक्स नं० ५०१, सुमूल सूरत-३९५००३, (गुजरात/१३१९) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, १९५२ (१९५२ का १९) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा १७ की उपधारा (२क) के अधीन छूट दिए जाने के लिए प्रार्थना किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संवाय किए बिना हो भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहबद्ध बीमा स्कीम, १९७६ (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा १७ की उपधारा (२क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

१. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त गुजरात की ऐसी विवरणियां भेजेगा और ऐसे सेवा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे ।

२. नियोजक, ऐसे निरीक्षण प्रधारों का प्रत्येक मास की समाप्ति के १५ दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा १७ की उपधारा (३क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

३. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत सेवाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, सेवाओं का अन्तर्गण, निरीक्षण प्रधारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

४. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, सब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

५. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरन्त दर्ज करेगा और उसकी आवश्यक प्राप्यक प्रीमियम भारतीय जीवन बीमा निगम को संवाय करेगा ।

६. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों

को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

७. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों की प्रतिकर के रूप में दोनों रकमों के अन्तर के अन्तर रकम का संवाय करेगा ।

८. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों की अपना वृष्टिकोण स्पष्ट करने का सुनिश्चित प्रवृत्ति देगा ।

९. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों की प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

१०. यदि किसी कारणवश, नियोजक उस निम्न तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संवाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है ।

११. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यक्तिगत की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों की भी, यदि यह छूट न की गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का, उत्तरदायित्व नियोजक पर होगा ।

१२. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार नामनिर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बाधकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[सं० एच-३५०१४/४१४/८२-पी० एफ-११]

S.O. 412.—Whereas Messrs Surat District Co-operative Milk Producers' Union Limited, Post Box No. 501, Sumul, Surat-395003, Gujarat (GJ/1319) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of Insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

कां. आ० 413.—प्रोविडेंट फंड पावर केवल लिमिटेड, पोस्ट आफि केल नगर, कोटा, राजस्थान (राजस्थान/1227), जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक धर्मदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधिपे सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाय्य अनुसूची में निर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास को समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का प्रस्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों को एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रशिक्षित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद रकम उस रकम से कम है, जो कर्मचारी को उस वृत्ति में संवेद होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामानिर्दिष्टी

प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, यहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों की अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिरिक्त की दशा में उन मृतसदस्यों के नामनिर्देशनियों या विधिकारियों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उनके हकदार नामनिर्देशनियों/विधिकारियों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वर्षा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के बाद बिन के भीतर सुनिश्चित करेगा।

[संख्या एस० 35014/413/82-पी०एफ० II]

S.O. 413.—Whereas Messrs Oriental Power Cables Limited, Post Office Cable Nagar, Kota, (Rajasthan) (RJ/4227) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer :

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

नई दिल्ली, 27 दिसम्बर, 1982

का०आ० 414.—उत्तर प्रदेश राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खण्ड (घ) के अनुसरण में श्री दिवाकर देव के स्थान पर श्री आदित्य कुमार रस्तोगी, आयुक्त एवं सचिव उत्तर प्रदेश को कर्मचारी राज्य बीमा निगम में उस राज्य का प्रतिनिधित्व करने के लिये नामनिर्दिष्ट किया है ;

अतः अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का०आ० 850(प्र), दिनांक 21 अक्टूबर, 1980 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, “(राज्य सरकारों द्वारा धारा 4 के खण्ड (घ) के अधीन नामनिर्दिष्ट)” शीर्षक के नीचे मद 26 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जायेगी, अर्थात् :—

“श्री आदित्य कुमार रस्तोगी,
आयुक्त एवं सचिव,
उत्तर प्रदेश सरकार, श्रम विभाग,
लखनऊ।

[संख्या/यू-16012/1/81-एच०आई०]

New Delhi, the 27th December, 1982

S.O. 414.—Whereas the State Government of Uttar Pradesh has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri Aditya Kumar Rastogi, Commissioner-Cum-Secretary, Govt. of U. P. to represent that State on the Employees' State Insurance Corporation, in place of Shri Diwakar Dev;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. 850(E), dated the 21st October, 1980, Namely :—

In the said notification, under the heading “(Nominated by the State Governments under clause (d) of section 4)” for the entry against Serial Number 26, the following entry shall be substituted, namely :—

“Shri Aditya Kumar Rastogi,
Commissioner-Cum-Secretary to
Govt. of Uttar Pradesh,
Labour Department, LUCKNOW.”

[No. U-16012/1/81 H.I.]

का०आ० 415.—उत्तर प्रदेश राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खण्ड (घ) के अनुसरण में श्री फकीर चन्द्र के स्थान पर श्री एल०के० मल्होत्रा, प्रमुख-सचिव, मध्य प्रदेश को कर्मचारी राज्य बीमा निगम में उस राज्य का प्रतिनिधित्व करने के लिये नामनिर्दिष्ट किया है ;

अतः अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का०आ० 850(प्र), दिनांक 21 अक्टूबर, 1980 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, “(राज्य सरकारों द्वारा धारा 4 के खण्ड (घ) के अधीन नामनिर्दिष्ट)” शीर्षक के नीचे मद 17 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जायेगी, अर्थात् :—

“श्री एल०के० मल्होत्रा,
प्रमुख-सचिव,
मध्य प्रदेश सरकार, श्रम विभाग,
भोपाल।

[संख्या यू-16012/18/82-एच०आई०]

S.O. 415.—Whereas the State Government of Madhya Pradesh has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri L. K. Malhotra, Principal Secretary to the Govt. of Madhya Pradesh to represent that State on the Employees' State Insurance Corporation, in place of Shri Faquir Chand;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. 850(E), dated the 21st October, 1980, Namely :—

In the said notification, under the heading “(Nominated by the State Government under clause (d) of section 4)”, for the entry against Serial Number 17, the following entry shall be substituted, namely :—

“Shri L. K. Malhotra,
Principal-Secretary to the
Govt. of Madhya Pradesh,
Labour Department, Bhopal.”

[No. U-16012/18/82-H.I.]

नई दिल्ली, 3 जनवरी, 1983

का० आ० 416.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ट्रिकाया एडवर्टाइजिंग (प्राइवेट) लिमिटेड, ग्रेट वेस्टर्न बिल्डिंग, पहली मंजिल, 130/132, शाहीद भगत सिंह मार्ग, फोर्ट, मुम्बई-23, नामक स्थापन से सम्बन्धित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उ स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती

[सं० एसे-35018/77/82-पी० ए०]

New Delhi, the 3rd January, 1983

S.O. 416.—Whereas it appears to the Central Government that the employer and the majority of the employees of the establishment known as Messrs Trikaya Advertising (Private) Limited, Great Western Building, First 130/132, Shahid Bhagat Singh Road, Fort, Bombay-2, agreed that the provisions of the Employees' Provident and Miscellaneous Provisions Act, 1952 (19 of 1952), be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018/77/82-PF. II]

का० प्रा० 417.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मनीलाल तलकचंद प्राइवेट लिमिटेड 11वीं मंजिल, राहेजा चेम्बर्स, नरीमन प्वाइंट मुम्बई-2 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35018/76/82-पी०एफ० 2]

S.O. 417.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Manilal Talak Chand (Private) Limited, 11th Floor, Raheja Chambers, Nariman Point, Bombay-2, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018(76)/82-PF. II]

का० प्रा० 418.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्टर्लिंग इंजीनियरिंग कन्सल्टन्सी सर्विसिज प्रा० लि०, क्वीन मैनसन, प्रीस्काट रोड, मुम्बई-400001 नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35018/96/82-पी०एफ०-2]

S.O. 418.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sterling Engineering Consultancy Services Private Limited, Queen Mansion, 1st Road, Bombay-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the establishment;

and, therefore, in exercise of the powers conferred by section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the establishment.

[No. S. 35018(96)/82-PF. II]

नं० प्रा० 419.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इंडस्ट्रियल जनरल प्रोडक्ट्स (प्राइवेट) लिमिटेड,

53-31, पेनवेल इंडस्ट्रियल को-ऑपरेटिव एस्टेट, पेनवेल जिला कॉलबा, जिसके अंतर्गत यूनियन को-ऑपरेटिव इश्योरेस बिल्डिंग तीसरी मंजिल, सर फीरोजशाह मेहता रोड, फोर्ट मुम्बई-स्थित उसका रजिस्ट्रीकृत कार्यालय और 84 सियन रोड, सियन पूर्वमुम्बई-22 स्थित उक्त प्रशासनिक कार्यालय भी है नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35018/75/82-पी०एफ० 2]

S.O. 419.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Industrial General Products (Private) Limited, 53-31, Panvel Industrial Co-operative Estate, Panvel, District Kolaba including its Registered Office at Union Co-operative Insc. Building, 2nd Floor, Sir Phirozshah Mehta Road, Fort, Bombay-1 and its Administrative Office at 84, Sion Road, Sion East, Bombay-22, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018(75)/82-PF. II]

का० प्रा० 420.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इलेक्ट्रामिट्रीक सिस्टम (प्रा०) लि०, "इलेक्ट्रा हाउस", 691/1-ए, पूना सतारा रोड, पूना-411009 नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35018/112/82-पी०एफ०-2]

S.O. 420.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Electrametric Systems (Private) Limited, "Elektra House", 691/1-A, Poona-Satara Road, Pune-9, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018(112)/82-PF. II]

का० प्रा० 421.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स यशवंत सहकारी साखर कारखाना सेवाकॉपी

सहकारी पटसासन्था लि० यशवंतनगर, तालुका, मलशिरस, जिला, शोलापुर नामक स्थापन में सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35018/111/82-पी०एफ०-2]

S.O. 421.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Yeshwant Sahakari Sakhar Karkhana Sevakanchi Sahakari Patsasnth Limited, Yeshwantnagar, Taluka, Malshiras, District Sholapur, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No S-35018(111)/82-PF. II]

का० आ० 422.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पुणे कैंटोन्मेंट सहकारी बैंक लि०, 4, मोलेदिना रोड, शास्त्री अपार्टमेंट, पुणे-411001 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35018/110/82-पी० एफ-2]

S.O. 422.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Pune Cantonment Sahakari Bank Limited, 4, Moledina Road Shastri Apartment, Pune-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018(110)/82-PF. II]

का० आ० 423.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स खेदापटी इन्वैस्टमेंट लि०, 1111-ए, रहेजा चैम्बर्स, 213, बैंक रोड, नरीमन प्वाइंट, बम्बई 400021 नामक स्थापन में संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952

का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35018/97/82-पी०एफ०-2]

S.O. 423.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Khedapati Investments Limited, 1111-A, Raheja Chambers, 213, Backbay Reclamation Scheme, Nariman Point, Bombay-21, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018(97)/82-PF. II]

का० आ० 424.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ईस्टर्न केमिकल लैबोरेटरी, 1 कालीदत्त स्ट्रीट, कलकत्ता-5, नामक स्थापन में संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/75/82-पी०एफ०-2]

S.O. 424.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Eastern Chemical Laboratory, 1, Kali Dutt Street, Calcutta-5, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017 (75)/82-PF. II]

का० आ० 425.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री हरफ, 71, कैलाश बोस स्ट्रीट कलकत्ता-6, नामक स्थापन में संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किये जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/128/82-पी०एफ-2]

S.O. 425.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Shree Haraf, 71, Kailash Bose Street, Calcutta-6, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017 (128)/82-PF. II]

का० आ० 426.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स नाथ सीड्स, अजय इंजीनियरिंग कम्पाउण्ड, अदालत मार्ग औरंगाबाद-431001 (महाराष्ट्र) नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35018/80/82-पी०एफ०-2]

S.O. 426.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Nath Seeds, Ajay Engineering Compound, Adalat Road, Aurangabad-431001 (Maharashtra), have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018 (80)/82-PF. II]

का० आ० 427.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अजंता रबड़ इंडस्ट्रीज, 36/एच/19, डी० सी० डे० रोड, कलकत्ता 15, नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/116/82-पी०एफ०-2]

S.O. 427.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ajanta Rubber Industries 36/H/19, D. C. Dey Road, Calcutta-15, have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No S-35017 (116)/82-PF. II]

का० आ० 428.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स डेटामेटिक्स कम्प्यूटर सर्विसेस, 12-ए, नार्ड सिंहा रोड, कलकत्ता-17 जिसके अन्तर्गत 43, रफी अहमद किदवाई रोड, कलकत्ता-16 स्थित उसका मुख्यालय भी है, नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस

बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/118/82-पी०एफ०-2]

S.O. 428.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Datamatics Computer Services, 12-A, Lord Sinha Road, Calcutta-17 including its Head Office at 43, Rafi Ahmed Kidwai Road, Calcutta-16, have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017 (118)/82- PF. II]

का० आ० 429.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्वदेशी जूट मशीनरी कारपोरेशन लिमिटेड, बी० टी० रोड, डाकघर सुकचर-743179, 24-परगनास, पश्चिमी बंगाल जिसके अन्तर्गत 9/1, आर० एन० मुखर्जी रोड, कलकत्ता-1 स्थित उसका रजिस्ट्रीकृत कार्यालय और धनराज महल छत्रपति शिवाजी महाराज मार्ग, मुम्बई-39 स्थित उसकी एक शाखा भी है, नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/119/82-पी०एफ०-2]

S.O. 429.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Swadeshi Jute Machinery Corporation Limited, B. T. Road, Post Office Sukchar-743179, 24-Parganas, West Bengal including its Registered Office at 9/1, R. N. Mukherjee Road, Calcutta-1 and a branch at Dhanraj Mahal, Chhatrapati Shivaji Maharaj Marg, Bombay 39, have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No S-35017 (119)/82- PF. II]

का० आ० 430.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अरुण साह्न सर्विस, 437, ए, रविन्द्र सरानी (सोवा बाजार) कलकत्ता-5, नामक स्थापन से संबद्ध नियोजक

और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/126/82-पी०एफ०-2]

S.O. 430.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Arun Sign Service, 437-A, Rabindra Sarani (Sova Bazar) Calcutta-5, have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/(126)/82-PF. II]

का० आ० 431.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बिन्दावाला इलेक्ट्रिकल इण्डस्ट्रिज (प्राइवेट) लिमिटेड, 10/3, अहीरीटोला स्ट्रीट, कलकत्ता-5 जिसके अंतर्गत 6, हंसपुकर फर्स्ट लेन, कलकत्ता-7 स्थित उसका रजिस्ट्रीकृत कार्यालय भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/127/82-पी०एफ०-2]

S.O. 431.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bindawala Electrical Industries (Private) Limited, 10/3, Ahiritola Street, Calcutta-5 including its Registered office at 6, Hanspukur First Lane, Calcutta-7, have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017/(127)/82-PF. II]

का० आ० 432.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री सलासर इन्वैस्टमेंट लि०, 1111-ए, रहेजा चैम्बर्स 213, बैकबे रैक्लेमेशन स्कीम, नरोमन प्वाइंट, बम्बई-21, नामक स्थापना से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

1128 GI/82-14

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35018/98/82-पी०एफ०-2]

S.O. 432.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Shree Salasar Investments Limited, 1111-A, Raheja Chambers, 213, Backbay Reclamation Scheme, Nariman Point, Bombay-21, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No S-35018 (98)/82-PF. II]

का० आ० 433.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स हीलर्स (इंडिया) तारा अपार्टमेंट, फ्लैट नं० 37 प्लॉट नं० 8/11, सैनाथ नगर रोड, एल० बी० एस० मार्ग घटकोपर, बम्बई-400086 नामक स्थापना से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापना को लागू करती है।

[सं०एस०-35018/99/82-पी०एफ०-2]

S.O. 433.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Haulers (India), Tara Apartment, Flat No. 37, Plot No. 8/11, Sainath Nagar Road, I.B.S. Marg, Ghatkopar, Bombay-86 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018 (99)/82-PF. II]

का० आ० 434.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स डी० एस० बी० कौमिकल्स (प्रा०) लि०, इन्क्यू 10, तलोजा इंडस्ट्रियल इस्टेट, तलोजा, जिला कोलाबा अपने कार्यालय जो 27, तेजपाल स्कीम, रोड नं० 5, वीले पाले (ईस्ट) बम्बई-57 में है, के सहित 1 नामक स्थापना से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त

अधिनियम के उपबंध उक्त स्थापना को लागू करती है।

[सं० ए०-35018/100/82-पी० ए०-2]

S.O. 434.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs D.S.V. Chemicals (Private) Limited, W-10, Taluja Industrial Estate, Taluja, District Kolaba including its Office at 27, Tejpal Scheme, Road No. 5, Vile Parle (East), Bombay-57, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018 (100)/82-P.F. II]

नई दिल्ली, 4 जनवरी, 1983

का० घा० 435:—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मून पेपर एण्ड मशीनरी (प्राइवेट) लिमिटेड, 32, राजस्थानी को-ऑपरेटिव इंडस्ट्रियल एस्टेट, जी० टी० कर्नाल रोड, दिल्ली नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रवृत्त शक्तियों की प्रयोग करते हुए, उक्त अधिनियम के उपबंध स्थापन को लागू करती है।

[सं० ए०-35019/117/82-पी० ए०-2]

New Delhi, the 4th January, 1983

S.O. 435.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Moon Paper and Machinery (Private) Limited, 32, Rajasthani Co-operative Industrial Estate, G. T. Karnal Road, Delhi, have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019 (117)/82-PF. II]

का० घा० 436:—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री देवी एलुमिनियम इंडस्ट्रीज, अरविंद नगर, जेवपूर कोरापुर उड़ीसा, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रवृत्त शक्तियों की प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० ए०-35019/114/82-पी० ए०-2]

ए० के० भट्टाचार्य, अध्वर सचिव

S.O. 436.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sree Devi Aluminium Industries Acrobind Nagar, Jeypore, Koraput, Orissa, have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019 (114)/82-PF. II]
A. K. BHATTARAI, Under Secy.

नई दिल्ली, 31 दिसम्बर, 1982

का० घा० 437:—कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 5B की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार 20 दिसम्बर, 1982 (पूर्वाह्न) से श्री बी० के० भट्टाचार्य, आई० ए० एस० (के० टी० के० : 64) की केन्द्रीय भविष्य निधि आयुक्त के रूप में नियुक्ति को अधिसूचित करती है।

[संख्या ए-12012/1/82 पी० ए०-1]

पी० सिन्हा, उप सचिव

New Delhi, the 31st December, 1982

S.O. 437.—In exercise of the powers conferred by sub-section (1) of section 5D of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby notifies the appointment of Shri B. K. Bhattacharya, IAS(KTK'64), as the Central Provident Fund Commissioner, with effect from the 20th of December, 1982 (Forenoon).

[No. A-12012(1)/82-PFI]

P. SINHA, Dy. Secy.

आदेश

नई दिल्ली, 31 दिसम्बर, 1982

का० घा० 438:—भारत सरकार के तरफालीन श्रम, रोजगार और पुनर्वास मंत्रालय की अधिसूचना संख्या का० घा० 3453 तारीख 22 सितम्बर, 1967 द्वारा गठित श्रम न्यायालय (मुख्यालय नागपुर) के पीठासीन अधिकारी का पद रिक्त हुआ है ;

अतः, अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 के उपबंधों के अनुसरण में केन्द्रीय सरकार श्री एस० बी० वाजे को उक्त श्रम न्यायालय के पीठासीन अधिकारी के रूप में नियुक्त करती है।

[एस-11020/1/81 डी० 1. (ए०)]

एल० के० नारायणन, अध्वर सचिव

ORDER

New Delhi, the 31st December, 1982

S.O. 438.—Whereas a vacancy has occurred in the Office of the Presiding Officer of the Labour Court with head-

quarters at Nagpur constituted by the Notification of the Government of India in the then Ministry of Labour, Employment and Rehabilitation No. S.O. 3453 dated the 22nd September, 1967;

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri S. V. Vaze, as the Presiding Officer of the Labour Court constituted as aforesaid.

[F. No. S-11020(1)/81-D.I(A)]
L. K. NARAYANAN, Under Secy.

New Delhi, the 30th December, 1982

S.O. 432.--In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between the employers in relation to the management of Kusunda Area of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad and their workmen, which was received by the Central Government on the 23rd December, 1982.

BEFORE SHRI J. N. SIMLOTE, DEPUTY CHIEF
LABOUR COMMISSIONER (CENTRAL) AND
ARBITRATOR

Appointed by the Management of Kusunda area of Bharat Coking Coal Ltd. and Rashtriya Colliery Mazdoor Sangh, Dhanbad under Section 10-A of the Industrial Disputes Act, 1947.

Case No. 1/6/82-Dy. CLC

AWARD

INDUSTRY: Coal

PARTIES:

Employers in relation to management of Kusunda Area of Bharat Coking Coal Ltd., Dhanbad.

AND

Union: Rashtriya Colliery Mazdoor Sangh, Rajendra Path, P.O. & Distt: Dhanbad.

APPEARANCES:

Employers:

1. Shri S. N. Sinha, Personnel Manager.
2. Shri N. Mukherjee, Deputy Pers. Manager.

Workmen:

1. Shri G. D. Pandey, Secretary, Rashtriya Colliery Mazdoor Sangh.

The Government of India, Ministry of Labour vide their Order No. L-20013(2)/82-D.III(A) dated 26-5-82 published the written agreement between the parties noted above to refer their dispute regarding reinstatement of Smt. Poko Mundain for the arbitration of Shri J. N. Simlote. The agreement was under Section 10-A of the Industrial Disputes Act, 1947 and the terms of reference/specific matter in dispute has been reproduced in the settlement infra.

2. The parties were requested by the Arbitrator to submit their statement of case/rejoinder where necessary vide his letter dated 4-5-82 and reminder dated 17-5-82. The employers in their written statement dated 27-5-82 stated that there was every justification for them to dismiss Smt. Poko Mundain from service. In the ex-aparte enquiry she was found guilty of the misconduct and after considering the enquiry report and findings, orders of dismissal were issued. The union in their written statement dated 8-6-82 emphasised that dismissal of Smt. Poko Mundain was not justified. It was due to her mental trouble that she was admitted in the mental hospital, Ranchi on 3-12-79 and discharged only on 29-12-79. She was declared fit on 17-4-80

by the Doctor of the said hospital. She reported for duty on 1-5-80 but was not allowed to join. Thus according to the union dismissal of Smt. Poko Mundain on alleged ground of absenteeism is not justified.

3. In the meantime the parties had also discussed the issue mutually and on 12-8-82 executed a settlement to resolve this dispute. The settlement is reproduced below:—

Memorandum of settlement reached between the management Kusunda Area (Area No. VI) of Bharat Coking Coal Limited, and their workmen as represented by Rashtriya Colliery Mazdoor Sangh, Dhanbad—under the Industrial Disputes Act.

Name of Parties:

Representing Employer—1. Shri S. N. Sinha, Personnel Manager, Kusunda Area, BCCL,

Representing Workmen—1. Shri G. D. Pandey, Secretary, Rashtriya Colliery Mazdoor Sangh, Rajendra Path, Dhanbad.

SHORT RECITAL OF THE CASE

1. The following industrial dispute has been referred to the Arbitration of Shri J. N. Simlote, Dy. Chief Labour Commissioner (Central), Dhanbad (who has since been transferred to New Delhi) under Section 10(A) of the Industrial Disputes Act, vide order No. L-20013(2)/82-D.III (A) dated 26-5-82 of the Ministry of Labour, Government of India, New Delhi.

“Whether the demand of Rashtriya Colliery Mazdoor Sangh for reinstatement of Srimati Poko Mundain, Ex-Shale Picker of Dhanbar Colliery of Bharat Coking Coal Limited., Post Office Dhanbar, Dhanbad is justified? If so, to what relief she is entitled?”

2. Both the parties have mutually negotiated the dispute and have come to an overall settlement in regard to the same on the following terms:

Terms of Settlement

- (1) Agreed that the management shall reinstate Smt. Poko Mundain, as Shale Picker (Cat. I, NCWA-II), in Dhanbar Colliery with immediate effect. She should report for duty within 7 days.
- (2) Agreed that the workman concerned, Smt. Poko Mundain will not be entitled to any back wage for the period between the date of termination of her services i.e. 23-2-80 and the date of her resumption of duty on reinstatement. This period will be treated as leave without pay.

- (3) Agreed that Smt. Poko Mundain will have continuity of service.

Sd/-

G D. PANDEY, Secy.
Rashtriya Colliery Mazdoor Sangh
Dhanbad.

For and on behalf of workmen

Sd/-

S. N. SINHA, Personnel Manager/
Kusunda Area, Area No. VI, BCCL,
Kusunda.

For and on behalf of the Employers.

Dhanbad, the 12th August, 1982

- (4) The parties have requested the arbitrator to give award in the terms of the aforesaid settlement. Both the parties were heard on 14-8-82 at Dhanbad. The settlement is reasonable and I award the reference in terms of the said settlement dated 12-8-82 (supra). The dispute abated on the day.

(5) Parties have authorised the arbitrator to give his award upto 24-12-1982.

J. N. SIMLOTE, Dy. Chief Labour Commissioner
(Central) and Arbitrator

New Delhi, the 23rd December, 1982.

[No. L-20013(2)/82-D.III(A)]

New Delhi, the 31st December, 1982

S.O. 440.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between the employers in relation to the management of Kusunda Area of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad and their workmen, which was received by the Central Government on the 24th December, 1982.

BEFORE SHRI J.N. SIMLOTE, DEPUTY CHIEF
LABOUR COMMISSIONER (CENTRAL) AND ARBITRATOR.

Appointed by the Management of Kusunda Area of Bharat Coking Coal Ltd. And Rashtriya colliery Mazdoor Sangh, Dhanbad under section 10-A of the Industrial Disputes Act, 1947.

[Case No. 1/5/82-Dy. CLC(C)]

AWARD

INDUSTRY : Coal

Name of the parties

Employers in relation to the management of Kusunda Area of Bharat Coking Coal Ltd. Po. Kusunda Dhanbad Distt.

AND

Workman through Union : Rashtriya Colliery Mazdoor Sangh, Rajendra Path, P.O. & Distt : Dhanbad.

APPEARANCES :

Employers : 1. Shri S.N. Sinha, Personnel Manager
2. Shri N. Mukherjee, Dy. Pers. Manager

Workmen : 1. Shri G.D. Pandey, Secretary, Rashtriya Colliery Mazdoor Sangh.

The Government of India in the Ministry of Labour vide their order No. L-20013 (3)/82-D. III(A) dt. 26-5-82 published an agreement arrived at between the parties noted above to refer their dispute in regard to the case of Smt. Gondia Kamin for arbitration of Shri J.N. Simlote, Deputy Chief Labour Commissioner (C) under Section 10-A of the Industrial Disputes Act, 1947. The terms of reference specific matter in dispute has been reproduced in the settlement *infra*.

2. The case of the union is that as per terms of settlement arrived at between the management of Area No.VI of Messrs. Bharat Coking Coal Ltd., P.O. Kusunda and Rashtriya Colliery Mazdoor Sangh, Dhanbad on 13-2-1980. Smt. Gondia Kamin is to be regularised as time-rated category I employee with immediate effect and to be posted at Gondudih colliery of Messrs. BCC Ltd. According to the terms of the said settlement the management was to pay to the worker concerned category I wages with immediate effect. This was not done by the management and on the contrary she was served with a release order on 16-3-1980. In the meantime the union had requested the management that the worker may be allowed to continue at East Basuriya colliery as there was need of such persons at East Basuriya itself. The management backed out and wrote to the union on 3-6-1980 that the said settlement may be treated as null and void. The worker had never said that she will not accept the order of the management. She simply requested the management that she might be retained at East Basuriya and this request does not mean that the worker or

the union had not accepted the terms and conditions of the settlement. There is no force in the contention of the management that the said settlement dt. 13-2-1980 had become null and void.

3. The management in their statement argued that in accordance with settlement Smt. Gondia Kamin was posted as category I employee at Gondudih colliery but she declined to go there and made a representation dt. 1-4-1980 to be retained at East Basuriya colliery as Clay Cartridge Maker. Since the request of the employee was contrary to the settlement, the same could not be accepted. There was a default on the part of the trade union and there is justification to treat this settlement dt. 13-2-1980 as null and void.

4. The parties were heard on 14-8-1982 at Dhanbad and during the hearing both the parties stated that in the meantime they have discussed the issue and have arrived at a Bipartite settlement on 12-8-1982. They requested that the award may be given in terms of the settlement reached between both parties. A copy of the settlement is reproduced below :—

5. Memorandum of settlement reached between the management of Kusunda Area (Area-VI) of Bharat Coking Coal Ltd. and their workmen as represented by Rashtriya Colliery Mazdoor Sangh, Dhanbad on 12-8-1982 under the Industrial Disputes Act.

Names of parties :

Representing employers : Shri S. N. Sinha, Personnel Manager, Kusunda Area, BCCL.

Representing workmen : Shri G. D. Pandey, Secretary, Rashtriya Colliery Mazdoor Sangh, Rajendra Path, Dhanbad.

SHORT RECITAL OF THE CASE

1. The following industrial dispute has been referred to the arbitration of Shri J. N. Simlote, Dy. Chief Labour Commissioner (Central) Dhanbad (who has since been transferred to Delhi) vide order dt. 26-5-1982 of the Ministry of Labour, Government of India, New Delhi, under Section 10-A of the Industrial Disputes Act, vide order No. L-20013 (3)/82-D.III(A) dt. 26-5-1982.

"Whether the contention of the management of Kusunda Area of Bharat Coking Coal Ltd., that the settlement dated 13-2-1980 reached between them and the Rashtriya Colliery Mazdoor Sangh, Dhanbad, in regard to the case of Smt. Gondia Kamin has become null and void because of Smt. Gondia Kamin not joining duty at Gondudih colliery of BCCL on transfer from East Basuriya colliery is justified? If not, to what relief Smt. Gondia Kamin is entitled?"

2. Both the parties have mutually negotiated the dispute and have come to an overall settlement in regard to the same on the following terms on 12-8-1982.

TERMS OF SETTLEMENT

1. Agreed that Smt. Gondia Kamin will be provided employment as Shale Picker (In Cat. I, N.C.W.A.-II) at East Basuriya Colliery within 15 days from the date of conclusion of this settlement.
2. Agreed that this is an overall settlement in regard to the aforesaid dispute which has been referred to arbitration and that no other benefit shall be admissible to Smt. Gondia Kamin, the workman concerned in the dispute.
3. Agreed that a copy of the settlement may be forwarded to Shri J. N. Simlote, Dy. Chief Labour Commissioner (C), New Delhi, for giving an award in terms of the settlement reached between both the parties, by endorsing a copy of this settlement to him.

Sd/-
(G. D. Pandey)
Secretary

Sd/-
(S. N. Sinha)
Personnel

Rashtriya Colliery Mazdoor Sangh, Kusunda Area No. VI,
Dhanbad BCCL, Kusunda

For and on behalf of workman For and on behalf of
Employers.

5. I have gone through the terms of the settlement which remain reasonable and I award in the present dispute on the terms of the settlement dt. 12-8-1982 arrived at between the parties reproduced supra.

The parties have also agreed that the award may be given by 24-12-1982.

J. N. SIMLOTE, Dy. Chief Labour
Commissioner (Central) and
Arbitrator

New Delhi,
Date : 24-12-1982

[No. L-20013(3)/82-D. III(A)]

New Delhi, the 1st January, 1983

S.O. 441.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (144 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Bararee Colliery of Messrs Bharat Coking Coal Limited, Post Office Bhulanbararee, District Dhanbad, and their workmen, which was received by the Central Government on the 28th December, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL (NO. 2), DHANBAD.

PRESENT :

Shri J. P. Singh, Presiding Officer.

Reference No. 16 of 1982

In the matter of an Industrial dispute under S. 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Bararee Colliery of M/s B. C. C. L. and their workmen.

APPEARANCES :

On behalf of the employers : Shri R. S. Murthy, Advocate.
On behalf of the workmen : Shri Gajendra Prasad, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, 23rd December, 1982

AWARD

This is an industrial dispute under S. 10 of the I. D. Act, 1947. The Central Government by its order No. L-20012/ (357)/81-D. III(A) dated 16th February, 1982 has referred the following dispute to this tribunal for adjudication :

SCHEDULE

"Whether the action of the management of Bararee colliery of Bhowra Area No. XI of Messrs Bharat Coking Coal Limited, Post office Bhulanbararee, District Dhanbad, in retiring from service Shri Jaykishon Ram, underground trammer on the ground of superannuation with effect from 15th April, 1981 is justified ? If not, to what relief the workman concerned is entitled ?"

2. The concerned workman Shri Jaykishone Ram was employed as underground trollymen on 1st January, 1953 in Bararee colliery which was owned and managed by the East India Coal Company then. At the time of his appointment the date of birth and other relevant particulars of the concerned workman was entered in the statutory register known as B form register. In this register his date of birth was entered as 1-1-1929, and he put his LTI on that entry. After

"on Bararee colliery was owned and managed by

M/s Bharat Coking Coal Limited. With the introduction of the system of identity card the concerned workman was issued an identity card showing his date of birth to be 1-1-1929. In normal course the concerned workman would have superannuated on completion of 60 years on 1-1-1989, but he was served with a notice to retire w.e.f. 19-3-81 and he was retired from that date. According to the workman this amounted to illegal termination of service and also invalid, inoperative and void retrenchment under S. 25F of the I.D. Act. The workman's allegation is that when the union of the workman confronted the management with the legal position, some manipulation was made in the form B register in order to cover up their wrong action in prematurely retiring the concerned workman. An industrial dispute was raised which has led to this reference.

3. The management in their written statement raised an objection to the effect that the reference is invalid, incompetent and without jurisdiction because a workman retired from service is not a workman within the meaning of S.(s) of the I. D. Act. According to the management the concerned workman is not a discharged, dismissed or a workman whose services have been terminated. On facts of the case the plea of the management is that Shri Jaykishon Ram was employed in Bararee colliery as an underground trammer and when the colliery was nationalised w.e.f. 1-5-72 his services were also taken over by the BCCL. At the time of nationalisation Form B register and Form A register prescribed under Coal Mine Provident Fund Scheme had been handed over by the ex employer to the BCCL. According to the management both these registers mentioned the date of birth of Shri Jaykishon Ram being 1-1-1929. The allegation of the management is that the concerned workman managed to temper with the entry relating to his date of birth in Form B register so that a date of birth was changed from 1-1-1921 to 1-1-19 Figure '1' in 1921 was changed to figure '9'. The case the management is that some such cases of tempering with entries in Form B register came to the notice of the management and disciplinary proceedings have been initiated against the clerk concerned. The management has further alleged that in the identity card issued to the concerned workman a similar tempering and change has been made in the year of birth. The management therefore has the plea that on the basis of original entry in the Form B register and CMPF record showing 1-1-1921 to be the date of birth of the concerned workman he was superannuated. He was due to retire from service w.e.f. 1-1-1981 attaining the age of superannuation i.e. the age 60. The management however retired the workman on w.e.f. 19-3-1981 due to heavy pressure of work and it felt in promptly handling retirement cases. On the plea the employers pray to dismiss the case of the concerned workman.

4. Before we go to discuss the evidence in this case it will be relevant to consider the plea of the management that this reference is not maintainable. According to the management the word 'retiring from service' used in the term of the reference. It is also the term of reference that this retirement is on the superannuation w.e.f. 15th April, 1981. The question answered is whether this retirement on the superannuation from 15-4-1981 is justified. In this reference no expression like 'termination', 'discharge' or 'dismissal' has been mentioned. The action of the management is that due to the use of the word 'retirement' and 'superannuation' which was used by the concerned workman ceased to be a workman. Therefore he was not a workman within the meaning of the I.D. Act. For this reason no industrial dispute was raised by him and there could be no reference under S. 10 of the I.D. Act, 1947. I think that the management has given a very twisted interpretation to this reference. The management in this case superannuated the concerned workman from 15-4-1981. According to the concerned workman he was superannuated in 1989. The superannuation w.e.f. 15-4-1981 has been challenged in this case and this is the question itself. Virtually therefore it will be a question of legal termination of service or retrenchment or superannuation. This reference requires the management to justify action of superannuation w.e.f. 15-4-1981. The question which has to be answered is whether the use of the word 'retirement' in this

nected with the word 'superannuation' and so both retirement and superannuation has to be justified by the management. It is clear that by the use of the 'retirement' and 'superannuation' the concerned workman does not cease to be a workman if such retirement and superannuation is held to be unjustified. In this with view of the matter the concerned workman will be deemed to be a workman within the meaning of S.2(s) of the I.D. Act and so this reference cannot be said to be invalid.

5. We will now proceed to discuss the case on its merit. The age of retirement in BCCL is 60 years and this is not in dispute. The case of the management is that the date of birth of the concerned workman in the company's records is 1-1-1921 and therefore the workman completed 60 years on 1-1-1981. The management served notice, Ext. W. 2 dated 19-2-81 asking him to retire on 19-3-1981. On behalf of the workman some significance has been attached to the date of retirement i.e. 19-3-81 as mentioned in Ext. W. 2. It has been argued that the management was not sure as to whether the retirement was according to the date mentioned in the management's books. Shri Gajendra Prasad advocate for the workman has said that one month's notice was necessary before the due date of retirement and so if the management were sure about 1-1-1981 being the date of superannuation, a notice of retirement dated 19-2-81 is something which is not desirable. Shri Murthy Advocate for the management has conceded that there was some delay on the part of the management in issuing notice of retirement. But the workman has been given advantage of extension of service to the extent that instead of retiring on 1-1-81 he was actually retired on 15-4-81. It is true that if the date of superannuation is 1-1-81 and instead of superannuating him with effect from that date it was at a later date, the workman does not lose. It is common knowledge that such delay happen due to inefficiency of the office, and BCCL office are not exception to the general slackness on the part of the staff which manage the offices. We cannot turn this to mean that the management was indecisive about the date of superannuation being 1-1-81.

6. The fact however remains that we have to find out whether 1-1-81 was the date of superannuation of the concerned workman. This depends upon the question as to whether 1-1-21 is the date of birth of the concerned workman as claimed by the management. It goes without saying that if 1-1-21 is found to be the date of birth the concerned workman would superannuate on 1-1-81, and so the action of the management in superannuating him from 19-3-81 would be deemed to be correct, and justified. In this connection I may also mention that according to the workman's case 1-1-1929 is said to be the date of his birth. It has been claimed that in Form B register of the BCCD 1-1-29 is mentioned to be the date of birth and similarly in the identity card issued to the concerned workman 1-1-29 is written to be the date of birth. According to the estimate of the concerned workman he would superannuate on 1-1-89. We shall have to look into which of the dates of birth are found to be proved on the basis of the evidence adduced. It is no doubt true that in this reference, the onus is on the management to prove the justification of superannuating the concerned workman on 15-4-81. But in a case like this where evidence has been led by both sides and when both parties have led evidence on the question of age, the obligation is mutual and so we have to look to the evidence adduced to ascertain the correct age of birth.

6. The management has examined 3 witnesses MW. 1 is Z. Abedin, a provident fund clerk working in Bararee colliery since 1976. Prior to that he was in Jealgora colliery. Both Bararee and Jealgora belonged to East India Coal Company and were nationalised. In 1976 he was transferred from Jealgora colliery. He has proved Ext. M1 containing the entry at page 178 of CMPF register standing in the name of Jaykishone Ram. The CMPF register is Ext. M2. According to this entry the date of birth of Jaykishone Ram is 1-1-21. His evidence is that this register was prepared prior to nationalisation and handed over to BCCL at the time of nationalisation. In his cross-examination he has said that in Ext. M2 there is no mention that this register belongs to East India Coal Company. Furthermore he has admitted certain over-writings in page 178 and 177. The is also admitted that in this register no entry had

been made by him. The witness has said that page No. 178 torn and pinned in this register. It will appear from this register right from the first entry that in this register there is a column of "member in the month". Obviously this refers to the month of membership of the CMPF. In all the pages member in the month has been penned through and instead date of birth has been mentioned in the column. This is evident throughout this register. Moreover the entire entries from beginning to the end in the column of date of birth has been filled up with different pen and ink. On page 177 'as form B has been mentioned over the entry of date of birth. It also appears to have been signed by some officer on 12-5-81. It will therefore appear that date of birth of workers mentioned in this register has been recently done and the same has been written on the basis of form B register. So apart from the intrinsic value of this register, it cannot be said to be a primary evidence of the date of birth. What I mean to say is that for the date of birth we have to look to Form B register.

7. MW Shri Nandoo Pathak has been working in Bararee colliery since 1975 as bill clerk. His job was in relation to preparation of identity card and writing of identity card register. The entries in identity card register was made from Form B register. The entry relating to Jaykishone Ram was written by him and this has been marked Ext. M3. The entry with regard to Jaykishone Ram shows that in column No. 7, 1-1-21 as the date of birth is mentioned. This entry is encircled in ink, verified and signed by Shri N. K. P. Sinha, Personnel Manager, Bhowra Area. It bears the date of 19-10-81. The witness in cross-examination has said that this register is of the time of the BCCL. In cross-examination he has denied that the entry in column No. 7 was made with a different ink from the rest of the writings in this entry. It will appear that the witness has not deposed truthfully because the entry in column No. 7 concerning the age to be 1-1-21 has been apparently written subsequently and with a different pen and ink. On this page containing Ext. M3 we have seven entries and all appear to have been done by the same person and with the same ink. Only in the entry, Ext. M3 column No. 7 is in a different ink and by different hand. At least it was not done in the same sitting. The witness is clearly deposing falsely when he says that it was written by him in the same sitting and with the same ink and pen. At any rate column No. 7 of Ext. M3 was filled up on the basis of Form B register and we have to look to the same as primary evidence.

8. We now turn to the last witness Shri B. N. Jha, MW.3. He has been working in Bararee colliery as Personnel Officer since February, 1980. He has proved Ext. M4 which is an entry in Form B register concerning Jaykishone Ram. His evidence is that in the entry Ext. M4 in the column of age figure '1' has been tempered to make it '9'. A look at this exhibit shows that the entry in column of age has been encircled and above the same 1-1-21 has been written and by the side of it there appears to be some signature. No evidence has been adduced to show as to who has written 1-1-21 and put his signature and also who encircled the original entry in the column of age. MW.3 has come to say that originally '21' was written and it has been changed to '29' in order to show that the year of birth was 1921 which has been changed to 1929. MW. 3 has come to say in this connection that some employees of the colliery had complained to him that tempering was going on in Form B register. He put up a note before the Agent who constituted a committee consisting of himself, manager and the Asstt. colliery manager to make enquiry. In course of enquiry it was found that the Form B clerk, Md. Washeer was indulging in interpolation in Form B register. A report was submitted on the basis of which charge-sheet was submitted against Md. Washeer. The photostate copy of the chargesheet, is Ext. M5. This form B register is of the time of BCCL and not of the time of East India Coal Company. It will appear that ordinarily the entry concerning the concerned workman in this register had to be read 1-1-29. But 1-1-21 has been written above it after encircling it with ink and signature had been put by its side. MW. 3 does not say that he made the extra entry and so it was made by somebody else who has not been examined. My attention has been drawn by Shri Murthy, Advocate for the management that '1' has been changed into '9' and there appears to be some over-writing. But in the figure '2' just preceding '9' it will be also seen that it is as bolder as '9'.

Now if simply figure "1" as to be changed into "9" there was no need to make the entire figure '9' bolder. Similarly there was no occasion to make the figure '2' also bolder. What I mean to say is that in order to make a change in figure '1' to '9' it required only simple manipulation to round up the top portion of figure '1' without making the figure "1" bolder. Similarly there was no occasion to make the figure '2' bolder. It will mean that this above fact is not consistent with the case of interpolation or forgery. Moreover, MW. 3 has admitted that the committee which made enquiry did not come across the case of interpolation made in Ext. M3. So it appears that the management simply got suspicious and treated the entry in the age column as interpolation. It will further appear that the management in the background of some allegations of interpolation in Form B register with regard to age of some other persons become panicky and therefore treated the case of the concerned workman as also of the same nature. I have to say that the management has no sound foundation for holding the case of the concerned workman as interpolation in the date of birth in the Form B register.

9. The concerned workman has examined himself as WW.1. and has produced his identity card which has been marked 'X' for identification. This was given to the concerned workman by the BCCL with a date of birth showing to be 1-1-1929. This is consistent with the date of birth as shown in the Form B register, Ext. M4. With regard to the identity card the simple case of the management is that the identity card remains in a sealed cover and it is not so apparently. But the point is that in the date of birth as shown in the identity card there appears to be hardly any interpolation. The identity card bears the hand-writing of some officer of the colliery and he should have been examined to say whether the entry of the date of birth in the identity

card is interpolation or forgery. Thus considering the case of both the parties I have to hold that there is no clear basis for the management to say that 1-1-1921 is the date of birth of the concerned workman. On the other hand, the above discussion will show that the date of birth of the concerned workman is 1-1-1929.

10. In view of the above the concerned workman was prematurely retired on wrong assumption that the date of birth of the concerned workman was 1-1-21. In fact he superannuates on completing the age of 60 years on 1-1-1989. It is therefore clear that this is a case of illegal stoppage of work amounting to retrenchment without any compensation and so this retrenchment is illegal.

10. Thus considering all aspects of the case I hold that the action of the management of Bararee Colliery of Bhowra Area No. XI of Messrs Bharat Coking Coal Limited, Post Office Bhulanbararee, District Dhanbad in retiring from service Shri Jaykishon Ram, underground trammer on the ground of superannuation with effect from the 15th April, 1981 is not justified. Consequently, Shri Jaykishon Ram, underground trammer should be deemed to be in the employment of the Bararee colliery with effect from 15-4-1981. He is also entitled to all the back wages and other emoluments with effect from 15th April, 1981.

This is my award.

J. P. SINGH, Presiding Officer.

[No. L-20012(357)/81-D.III(A)]

A. V. S. SARMA, Desk Officer.

